

GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> <u>C17PSA076</u>	<i>Financial Information</i>
<i>Requisition No.:</i> _____	<i>Client:</i> <u>100</u>
<i>Solicitation No.(if applicable):</i> _____	<i>Responsibility Centre:</i> <u>70399</u>
<i>Commodity Code:</i> _____	<i>Service Line:</i> <u>35322</u>
<i>Contractor Information</i>	<i>STOB:</i> <u>6020/6021</u>
<i>Supplier Name:</i> <u>Behavioral Insights (US) Inc.</u>	<i>Project:</i> <u>7000000</u>
<i>Supplier No.:</i> _____	<i>Template version:</i> July 4, 2016
<i>Telephone No.:</i> <u>(929) 453-9691</u>	
<i>E-mail Address:</i> <u>elspeth.kirkman@bi.team</u>	
<i>Website:</i> <u>http://www.behaviouralinsights.co.uk/</u>	

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	2
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	3
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	8
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	9
13.3	Assignment	9
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	10
13.11	Personnel not to be employees of Province	10
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	11
13.19	Further assurances	11
13.20	Additional terms	11
13.21	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

THIS AGREEMENT is dated for reference the 6 day of March, 2016.

BETWEEN:

Behavioral Insights (US) Inc. (the "Contractor") with the following specified address:
2 MetroTech Center, 9th Floor,
Brooklyn NY
11201

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
by Minister responsible for the BC Public Service Agency (the "Province") with the following specified
address and fax number:
PO Box 9494 STN PROV GOVT
Victoria, BC V8W 9N7

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

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

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

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

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

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

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

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

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

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

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

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

Insurance

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

Workers compensation

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

Personal optional protection

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

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

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

Province's right to terminate other than for default

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

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12. DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations
- fully complies with this Agreement in performing the subcontracted obligations.

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

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

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

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

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

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

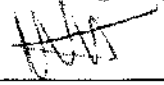
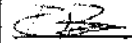
14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>6</u> day of <u>March</u>, 20<u>11</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Michael Kaur</u></p> <p>Print Name(s)</p> <p><u>Secretary</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>6</u> day of <u>March</u>, 20<u>11</u> on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>ZACKREMLER Rueben Bronee</u></p> <p>Print Name</p> <p><u>Executive Lead</u></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 March 6, 2017 and ends on March 31, 2017
2. This agreement may be extended until December 31, 2017 if the date of the BIT Policy School must be rescheduled.

PART 2. SERVICES:

Outputs

The Contractor must:

- Plan and deliver a BIT Policy School in March 2017 according to the process outlined in Part One of the attached proposal excerpts (p. 1-2). The proposal excerpts are attached within Appendix 1.

Inputs

The Contractor must provide the following inputs:

Staff

Elsbeth Kirkman (Director role)

Elsbeth is Head of BIT North America, based in New York. The team is working on an ongoing program of work – the What Works Cities initiative, funded by Bloomberg Philanthropies – helping cities across the US to build behavioral science and an evaluation to engage the public, make government more effective and improve people's lives.

Elsbeth was previously the founding Director of the Behavioural Research Centre for Adult Skills and Knowledge (ASK); a three year program of work investigating the applications of behavioural science to adult education. During her time with the team, Elspeth has worked on a range of complex social issues, leading evaluations in settings as diverse as foster care, national school funding, and employment. Elspeth has also led numerous workshops and training sessions in behavioral science, design thinking and evaluation methods.

Elizabeth Linas (Principal Advisor role)

Elizabeth is Vice President and Head of Research and Evaluation at BIT North America. Her research centers on how to improve government performance, with a specific focus on recruiting, retaining and motivating public servants. She has led a series of projects on city-level innovation, as part of the "What Works Cities" initiative, as well as organizational behavior projects with the police, teachers, social workers and other civil servants. Elizabeth holds a PhD in Public Policy from Harvard University, where she also completed her A.B. in Government and Economics, magna cum laude with highest honors.

Isabelle Andresen (Advisor role)

Isabelle is an Advisor at the Behavioural Insights Team United Kingdom working on health and local government. Isabelle has led numerous workshops and training sessions, as well as running randomized controlled trials in a range of policy areas, including on cancer screening, voter registration, charitable giving and Council Tax collection.

Prior to joining the team, she was a government social researcher in the UK Department of Health and Ministry of Justice, working on behavioural and citizen insights. Isabelle holds a BSc Psychology degree from the University of Manchester.

Time

BIT Staff	Role	# of Days
Elspeth Kirkman	Director	0.5
Isabelle Andresen	Advisor	7.5
Elizabeth Linos	Principal Advisor	0.5

Materials

BIT to provide all training material for the BIT Policy School, including but not limited to worksheets, handouts, BIT-trademarked tools, and guides or manuals.

The Province will provide flipcharts, flipchart paper, markers and general office supplies required during BIT Policy School.

Facilities

The Province will secure and pay for a training venue and any catering required for the BIT Policy School.

Outcomes

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

- Increase participant knowledge about behavioural insights.
- Increase participant capacity to apply behavioural insights to real policy problems using experimental methodology such as randomized controlled trials
- Increase the Behavioural Insights Group's capacity to deliver a behavioural insights training program to public servants

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

Reporting requirements

The Contractor must:

- Provide a weekly status report via email or phone call to report on the status of planning for the BIT Policy School.
- Provide a final report following the BIT Policy School and no later than March 31, 2017 summarizing key learnings, participant feedback, and recommendations for next steps regarding the specific policy problems used as case studies and for the development of a behavioural insights training curriculum. The final report can take the form of a presentation deck (MS Powerpoint) or a brief report (MS Word).

PART 3. RELATED DOCUMENTATION:

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

PART 4. KEY PERSONNEL:

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

- (a) Isabelle Andresen
- (b) Elspeth Kirkman
- (c) Elizabeth Linos.

Appendix 1 – Proposal Excerpts

**A Proposal from the Behavioral Insights Team:
BIT Policy School and project support for the BC Public
Service Agency**

The Behavioral Insights Team (BIT) is a social purpose organization with a mission to work with governments around the world to ensure policies and services are designed optimally for the individuals that use them. To do this, we draw on a wealth of behavioral science research – from psychology to behavioral economics, anthropology to sociology – to design better processes and services. We also test these new ideas against the status quo, using robust evaluation methods that can tell us what works and what doesn't. Beyond running projects, we support our partners as they build capacity by running training programs.

Part one: BIT Policy School

To build capability within the BC Public Service Agency we propose a hands-on training program – 'BIT Policy School' – which teaches participants to apply behavioral science and low-cost evaluation to policy making.

BIT Policy School begins with presentations and workshop activities, facilitated by BIT, to introduce behavioral insights and robust evaluations, providing examples of how other governments are using these approaches to address policy priorities and learn what works. Most of the program, however, rests on the principle of learning by doing. As such, participants will be split into smaller groups to do fieldwork, brainstorm, and create intervention ideas to address a policy challenge which is a priority for the BC Public Service Agency. At the end, a panel of judges from the government of British Columbia will select one winning idea based on its novelty, impact, and feasibility. BIT will then spend two days working with the BC behavioral insights group (BIG) to plan how they could implement and evaluate the best idea(s) from policy school.

Further details of the specific stages of BIT Policy School are outlined below:

1. Pre-workshop: Needs assessment and design of a tailored behavioral insights training program.

In preparation for the workshop, BIT will work closely with BIG to understand their needs and goals, adapting the contents of the training program to their specific context and interests. This process will entail the following:

THE BEHAVIORAL INSIGHTS TEAM.

- BIT will have conversations with the behavioral insights group to understand what they want to get out of the workshop (e.g. capacity to run similar workshops, training to run evaluations, co-designed intervention ideas, etc.).
- BIT will work with BIG to identify a key policy challenge to address during the hands-on sessions of the training program (previously selected challenges include: encouraging high-risk individuals to go in for cardiovascular check-ups; stopping the trade of illicit tobacco; and getting people to renew license plates online).
- BIT will work with BIG to set dates and identify 20-30 participants for the three-day training program;
- BIT will support BIG to develop materials for participants to become acquainted with the policy challenge (data, process maps, service agreements, etc.) and prepare fieldwork for participants (e.g. interviews, shadowing, and process walk-throughs).





2. Planning. **Three-day BIT Policy School.**

BIT leads a three-day training program where participants get theoretical and practical training on applying behavioral insights and designing low-cost evaluations. This will include: an introduction to behavioral insights, BIT's EAST framework and RCTs; an overview of the policy challenge; team fieldwork (e.g. interviews and site visits); team ideation session to identify behavioral insights solutions to the policy challenge; time for teams to synthesize findings and create a solution with an evaluation plan; and a pitching session where teams pitch their ideas to a panel of senior decision makers from the government of British Columbia. A winner will be chosen based on potential impact, novelty and feasibility of the idea. A draft agenda for the day is provided in Annex A.

3. Post-training. **Final debrief**

BIT spends a further 2 days on site to: (1) debrief with the core BIG team and meet with potential partners (2) discuss how BIG could implement and evaluate the best idea(s) from BIT Policy School.

BIT methodology

1		Define The Problem
2		Understand The Context
3		Design The Intervention
4		Test, Learn, Adapt

Define the Problem – The first stage is to define the problem and, importantly, be clear about the measurable outcome that we are aiming to achieve that will improve the problem. This is informed by what data sources are available to determine impact. We think carefully about what the specific behaviors are that we would like to encourage, and which we would like to discourage and how the social impact of these changed behaviors can be measured. In addition, we set timeframes within which we expect to detect an impact.

- 2) **Understand the Context** – The next stage is an immersive stage. There are two parts to this – to understand the perspective of the end-user (the subject whose actions / behavior is the focus of the project, for example a family whose energy consumption patterns we want to shift); and to understand the system in which existing interventions relevant to the policy area are delivered (for example, the policies in place to encourage companies to pay the taxes they owe). This involves time observing end-user behavior; mapping out contact points between the Government / public sector organization and the end user; interviewing stakeholders. In addition, we analyze any historic data available that describes the problem identified in the first stage.
- 3) **Design the Intervention** – BIT uses a variety of tools and processes to design effective behavioral interventions, drawing on:

**THE
BEHAVIORAL
INSIGHTS TEAM.**

- a. The existing academic evidence base as assembled through the BIT library of behavioral approaches, a constantly updated resource of the most robust findings from the fields of behavioral economics and experimental psychology.
 - b. MINDSPACE and EAST, two published frameworks developed by BIT to develop new ideas, applications and adaptations to existing policies / processes.
 - c. Drawing on the advice of our Academic Advisory Panel, which includes leading academics such as Professor Richard Thaler, and our network of academic contacts. In addition, we can draw on our partnership with the Behavioral Insights Group at Harvard University.
 - d. Drawing on the institutional knowledge and experience of BIT staff. We have over 100 staff with backgrounds in economics, psychology, policy, econometrics, anthropology, neuroscience, and design. We also have a growing catalogue of trials from which to draw evidence of what works.
- 4) **Test, Learn, Adapt** – In this stage, we design a robust trial to determine the causal impact of the Intervention to a high degree of scientific rigor. We then monitor the implementation to ensure the trial is implemented correctly. Finally we analyze the results, adapt the intervention if necessary to improve results, and provide recommendations for public policy.

BIT would suggest supporting BIG on the aspects of one or two of their existing behavioral insights projects where BITs unique knowledge and experience would add the most value, such as challenging Intervention and trial designs.

**THE
BEHAVIORAL
INSIGHTS TEAM.**

Timescales

We propose that the planning for BIT Policy School begins in December/January 2017, with the training program taking place in February/March 2017.

Support on existing projects could be provided between December and April 2017.

Project Costs

1. CAD \$20,000 (exc. GST/HST) for BIT policy school

BIT will also claim for any travel and subsistence costs reasonably incurred.

If BIT policy school uses fewer days than anticipated, the remaining days will be re-allocated to provide general project support.

Breakdown of costs

Job title	Proposed BIT staff	Project	Day rate	No. days	Total cost (\$ CAD)
Director	Elspeth Kirkman	BIT Policy	\$4,000	0.5	\$2,000
Advisor	Isabelle Andresen	School	\$2,400	7.5	\$18,000
Total					\$20,000 (exc. GST/HST)

BIT will also claim for any travel and subsistence costs.

It is anticipated that Isabelle Andresen would run BIT Policy School, however, if timings mean that this is not be possible, another member of BIT with the relevant experience would replace her.

Annex A – Draft agenda for BIT Policy School

Day 1 – Introduction, Presentations, and Fieldwork

When	What	Who
9:00 – 13:00	BIT presentations and workshop activities: <ul style="list-style-type: none"> • Introduction to behavioral insights • How to run a BIT project (including a master class on running RCTs) • EAST framework 	BIT
13:00 – 14:00	Lunch	All
14:00 – 15:30	Policy challenge and fieldwork instructions	All
15:30 – 17:00	Fieldwork with specialists – session 1 <ul style="list-style-type: none"> • This may include interviews of people working in the policy area, shadowing practitioners, or visiting service providers. 	All (in small groups)

Day 2 – Fieldwork and idea generation

When	What	Who
9:00 – 13:00	Fieldwork with specialists – session 2 <ul style="list-style-type: none"> • This may include interviews of people working visiting service providers 	All (in small groups)
13:00 – 14:00	Lunch	All
14:00 – 17:00	Idea generation session <ul style="list-style-type: none"> • Brainstorming session, facilitated by BIT, to help participants generate solutions to the 	All (in small groups)

policy challenge, using tools such as BIT's EAST cards.

- Discussion of potential solutions and evaluation plan in small groups, facilitated by BIT.

Day 3 – Preparation and preparations

When	What	Who
9:00 – 12:00	Presentation preparation	All (in small groups)
13:00 – 14:00	Lunch	All
14:00 – 15:30	Presentations to panel	All

AA

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$24,000.00 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:

Flat Rate

Fees: \$20,000.00 for performing the Services during the Term.

3. EXPENSES:

Expenses: travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and

- a. 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) and (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 this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

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

5. PAYMENTS DUE:

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.

NA

Schedule C -- Approved Subcontractor(s)

(a) Miss Isabelle Andresen

~~44~~

Schedule D - Insurance

Not applicable.

11

Schedule E – Privacy Protection Schedule

Not applicable.

Schedule F – Additional Terms

The Agreement is modified by deleting section 6.4 in its entirety and replacing it with the following:

"6.4 Upon any Incorporated Material being provided by the Contractor or being embedded or incorporated in the Produced Material, 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 and any modifications to 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, solely for its own non-commercial purposes, provided that the Province, whenever reasonably practicable, include with the Incorporated Material a copyright attribution notice recognizing the Contractor as the owner of the copyright in the Incorporated Material; and
- (b) subject to the prior approval of the Contractor, which approval shall not be unreasonably withheld, the right to sublicense or assign to third parties any or all of the rights granted to the Province under section 6.4(a)."

It is hereby agreed and understood that Section 9 of the agreement is deleted and replaced with the following:

"9 INDEMNITY AND INSURANCE

Indemnity

9.1 Subject to Clause 9.1A and 9.1B and 9.1C, the Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:

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

9.1A Subject to Clause 9.1C, in no event will the Contractor be liable to the Province or any third party for any loss of use, revenue or profit or loss of data or any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not the Contractor was or has been advised of the possibility of such damages.

9.1B Except as otherwise provided in Clause 9.1C, in no event will the Contractor's liability arising out of or related this agreement, whether arising out of breach of contract, tort (including negligence) or otherwise exceed two times the aggregate of the Fees.

9.1C The exclusions and limitations in Clause 9.1A and 9.1B shall not apply to:

- (a) damages or other liabilities arising out of or relating to Contractor's gross negligence, willful misconduct or intentional acts; or
- (b) death or bodily injury or damage to real or tangible personal property resulting from the Contractor's grossly negligent acts or omissions;"

Schedule G – Security Schedule

Definitions

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
- (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
- (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act*;
- (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services; or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons;
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

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

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

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

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

Termination of Agreement

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

Interpretation

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ul style="list-style-type: none"> • B.C. driver's licence or learner's licence (must have photo) • B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder's name is on card) • Credit card (only if holder's name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver's licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner's signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Subscription Agreement


LIFESPEAK

THIS SUBSCRIPTION AGREEMENT is made as of the 1st of April, 2017, between **LIFESPEAK INC.**, and HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Finance, BC Public Service Agency. (hereinafter referred to as the "Customer").

NOW THEREFORE THIS SUBSCRIPTION AGREEMENT (HEREINAFTER REFERRED TO AS THE "Agreement") WITNESSETH that in consideration of the mutual covenants contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties), the parties hereto hereby agree as follows:

1. **Subscription.** Subject to the terms and conditions contained herein, the Customer hereby engages LifeSpeak Inc. to provide the subscription to LifeSpeak Inc.'s services listed in Schedule "A" hereto (the "**Subscription**") and LifeSpeak Inc. hereby accepts such engagement and agrees to render the Subscription.
2. **Compensation.** The Customer agrees to compensate LifeSpeak Inc. in the amount of \$87,418.16 (the "Payment Price") for the first 12-month period of this Agreement commencing on the Start Date. The customer also agrees to compensate LifeSpeak Inc. the Payment Price for each subsequent 12-month period of the term of this Agreement. A 3% increase will be added in each year of the Agreement. The payment schedule is as follows:
 - Year 1 Payment – Due April 1st, 2017
 - Year 2 Payment – Due April 1st, 2018
 - Year 3 Payment – Due April 1st, 2019
3. **Term.** The Term ("Term") of this Agreement shall commence on April 1st, 2017 (the "**Start Date**") and shall continue until March 31st, 2020.
4. **Continued Access.** Unless written notice is provided to LifeSpeak at least sixty (60) days prior to the end of the Term, this agreement shall automatically renew on like terms and conditions as contained herein.
5. **Non-Disclosure.** Neither of the parties hereto shall disclose:
 - (a) any Confidential Information of the other party obtained or exchanged between them in the course of execution of business under this Agreement; or
 - (b) any terms of this Agreement;to any person other than to each other during and after the Term of this Agreement, provided, however, disclosures required by law, rules, regulations or orders of governmental bodies shall be permitted and such disclosures shall not be considered a violation of this paragraph.

For purposes of this Section "**Confidential Information**" shall mean all information relating to a party's business but not including any information that at such time that has become generally available to the

public other than as a result of a disclosure by the other party.

6. **Recording/Broadcasting/Posting.** The Customer shall not, nor shall it permit any of its Employees to, film, videotape, sound record, broadcast (either by teleconference, video or webcast) or photograph any of LifeSpeak, without the prior written consent of LifeSpeak Inc. Notwithstanding the above, the Customer can broadcast via webcast or teleconference for the use of its Employees at internal company meetings (e.g. Company sanctioned employee gatherings, etc.).

7. **Non-Solicitation.** During the term of this Agreement and for a period of one year thereafter, the Customer shall not directly or indirectly contact, deal with or engage (whether as an employee, contractor or otherwise) any speakers or presenters that are featured in LifeSpeak. In the event that the Customer wishes to engage any such speakers for live workshops, such arrangements shall be made through LifeSpeak Inc.

8. **Product/Service Endorsement.** From time to time, LifeSpeak speakers may make reference to a product and/or service. Any such referral to a third party product/service does not constitute an endorsement of such product/service by LifeSpeak Inc.

9. **Arbitration.** If any dispute occurs between the parties hereto with respect to any matter, including the interpretation, construction and performance of the rights and obligations of each party hereto, the same which cannot be resolved by the provisions hereof or by agreement of the parties, the matter in dispute shall be resolved by arbitration. Any party to the dispute may at any time require arbitration by given written notice thereof to the other party hereto setting out in reasonable detail the issue in dispute. The dispute shall be determined by a single arbitrator mutually appointed by the parties provided that the parties can agree upon one (1) arbitrator within ten (10) days of the receipt of the notice. Failing such mutual appointment, one (1) arbitrator shall be appointed by a Judge of the Ontario Superior Court of Justice. The arbitration shall proceed in accordance with the provisions of the *Arbitrations Act* (Ontario). The arbitrator shall make his award as soon as possible and in any event not more than three (3) months after having been called on to act by notice in writing, unless agreed to by the parties hereto. There shall be an appeal from the award of the arbitrator in accordance with the provisions of the *Arbitration Act* (Ontario).

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and in the year first above written and in the case of a corporation under the hands of its proper signing officers duly authorized in that regard.

LIFESPEAK INC.

Per: _____

Name: Douglas R. Berkowitz

Title: SVP, Operations

HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Finance, BC Public
Service Agency.

Per: _____

Name: _____

Title: _____

John Davison
ADM

SCHEDULE "A"

During the term of this Agreement, LifeSpeak Inc. shall provide the following Subscription, services, or materials, as the case may be, to the Customer:

- Unlimited access for all of Customer's Employees (which as of the Start Date is approximately 27,000 plus their spouses, and their dependents (collectively, the "**Employees**") to LifeSpeak. "LifeSpeak" shall mean LifeSpeak Inc.'s proprietary offering of an online platform that includes, but is not limited to, a set of streaming video modules featuring subject-matter experts on the related topic, an audio file of the same content, written tip sheets associated with the content, and transcripts of the video clip content. From time to time, LifeSpeak Inc. will change the functionality of LifeSpeak, and those changes are incorporated into the definition of LifeSpeak.
- The Customer will have access to the full LifeSpeak library.
- LifeSpeak includes periodic web chats (Ask the Expert) with experts on specific topics.
- Views within LifeSpeak by Employees will be tracked and reported to the Customer on a macro level once per year. Information about which individuals watched which videos is not available to the Customer for Employee privacy reasons.
- Account services including a LifeSpeak Inc. account representative that will work with the Customer to promote the program by establishing communication plans, drafting all communications and promotional messages / material (e.g. program launch messages, monthly messages featuring the LifeSpeak content, etc.), and monitoring usage. Drafting communications, messages, and materials includes production-ready artwork. Please note that the Customer is responsible for any costs associated with printing of communications or collateral (e.g., postcards, posters, etc.).