

CONTRIBUTION AGREEMENT

U-PASS BC PROGRAM – METRO VANCOUVER

THIS AGREEMENT is dated for reference the 18th day of July 2019.

BETWEEN:

SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY

("TransLink")

AND:

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

(the "Province")

WHEREAS:

- A. The Parties believe that the U-Pass BC Program in Metro Vancouver will assist in achieving consistent transit prices for Eligible Students enrolled in PSIs in Metro Vancouver.
- B. As part of and through the Compass Program, TransLink desires to gain an enhanced understanding of transit use and to plan and measure greater efficiencies in the deployment of transit operations in Metro Vancouver.
- C. The Parties now wish to enter into a formal agreement regarding the terms and conditions of the Province's Financial Contribution to TransLink for the U-Pass BC Program pursuant to the terms and conditions set out in this Agreement.

NOW THEREFORE, in consideration of the promises and covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged and agreed by the Parties), the Parties agree as follows:

ARTICLE 1 – DEFINITIONS

1.1 In this Agreement,

"Agreement" means this Contribution Agreement for the U-Pass BC Program in Metro Vancouver;

"Communications Plan" means and refers to public information materials or events that are developed by the Parties to inform the public, program stakeholders and other interested parties about the U-Pass BC Program, the role of each of the Parties in the implementation and financing of the U-Pass BC Program and the obligations of the Parties under this Agreement;

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"Compass Cards" means the long term-use Fare Media Product issued by TransLink, as defined in the TransLink Transit Tariff;

"Compass Program" means and refers to TransLink's Fare Media Product strategy which involves, *inter alia*, the use of a Compass Card and Compass Tickets for long-term and/or multiple transit use;

"Eligible Student(s)" means the following students of a participating PSI in an applicable U-Pass BC Term:

- (a) any student:
 - (i) whose enrolment at the PSI's campuses in Metro Vancouver allows them to meet the following conditions during each month of the U-Pass BC Term:
 - (A) a full-time student enrolled in a Qualifying Educational Program or part-time student enrolled in a Specified Educational Program; and
 - (B) With a course load totalling three or more credits or whose tuition fees for the Academic Term (as defined in the applicable U-Pass BC Agreement) coinciding with the applicable U-Pass BC Term exceed the Total Fare Value set forth in the U-Pass BC Agreement; and
 - (ii) Who is assessed "student society fees" as used in Section 27.1 of the *University Act*, British Columbia or Section 21 of the *College and Institute Act*, British Columbia in respect of the SA, or students who opt-out of membership in their PSI's SA (irrespective of whether such fees are collected and who meet all other eligibility criteria for an "Eligible Student" as set out in this subsection (a)); and
- (b) all students whose enrolment at the PSI's campuses in Metro Vancouver allows them to be enrolled, for each month of the U-Pass BC Term, in any of the programs identified under the heading "Opt-In Eligibility" in Schedule A to the U-Pass BC Agreement for that particular U-Pass BC Term; and
- (c) all students who are taking twelve (12) or more instructional hours per week in the following programs:
 - (i) Adult Basic Educations ("ABE") programs;
 - (ii) English as a Second Language ("ESL") programs; or
 - (iii) Language Instruction for Newcomers to Canada ("LINC"),

so long as the ABE, ESL or LINC program in which the student is enrolled in is a government-sponsored program, the student is a member of the SA associated with the applicable PSI and the student is assessed student fees or the student has chosen to be exempted from membership in the PSI's SA (irrespective of whether such fees are collected and who meet all other eligibility criteria for an "Eligible Student" as set out in this subsection (c)), as the case may be;

provided that a student of the PSI who meets the criteria set out in two or more of subsections (a), (b) and (c) above is only counted as one Eligible Student and, further provided that, in the event that the PSI is operating two concurrent U-Pass BC Terms, a student of the PSI who meets the

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eligibility requirements set out in this section is only counted as an Eligible Student in respect of one but not both such concurrent U-Pass BC Terms, and further provided that:

- (d) notwithstanding subsection (a), (b) and (c) above, in any U-Pass BC Term, the following students of a PSI are excluded as Eligible Students for the applicable U-Pass BC Term:
 - (i) all students who:
 - (A) do not reside in Metro Vancouver; and
 - (B) are not enrolled in any classes offered by the PSI which are conducted within Metro Vancouver;
 - (ii) all students who are restricted from participation in the U-Pass BC Program pursuant to the applicable provisions in the U-Pass BC Agreement relating to program integrity; and
 - (iii) all students who are enrolled in any of the programs specifically identified under the heading "Opt-Out Eligibility" in Schedule A of the U-Pass BC Agreement;

"Financial Contribution Eligibility Criteria" means and refers to the eligibility criteria set out in section 3.3.

"Fare Value" means the price of a TransLink Adult 3-zone monthly Fare Media Product valid for travel on Conventional Transit as set out in the TransLink Transit Tariff;

"Fare Media Product" means a product designated by TransLink from time to time to be used by TransLink customers as set out and in accordance with the TransLink Transit Tariff;

"Financial Contribution" means and refers to the Province's funding over the Term for the U-Pass BC Program as further defined in Article 5 of this Agreement;

"FOIPPA" means the Freedom of Information and Protection of Privacy Act, British Columbia;

"Parties" means and refers to TransLink and the Province collectively and

"Party" means and refers to either one of them;

"Performance Report" means the report stipulated in Section 7.1(a);

"Project Representative" means the individual, designated by the applicable Party in accordance with Section 10.1 of this Agreement, to be their representative as required pursuant to this Agreement;

"PSI" or "PSIs" means and refers to one or more of the public Post Secondary Institutions referenced in Schedule 3 attached hereto, which are recognized as "Post Secondary Institutions" by the Ministry of Advanced Education, Skills and Training (or its replacement Ministry from time to time), as may be amended from time to time with the written approval of the Parties;

"Qualifying Educational Program" has the meaning ascribed to that term in the *Income Tax Act, Canada*;

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"Rates" means the monthly U-Pass BC Fare Media Product rates for the U-Pass BC Program which are payable by PSIs to TransLink for the Term, as set forth in Schedule 2;

"SA(s)" means and refers to a student association or associations representing students at a PSI;

"Specified Educational Program" has the meaning ascribed to that term in the *Income Tax Act, Canada*;

"Term" means the term of the U-Pass BC Program as defined in Section 3.4 of this Agreement;

"Total Fare Value" means the product of multiplying the Fare Value by the total number of months in the applicable U-Pass BC Term;

"TransLink Transit Tariff" means the *South Coast British Columbia Transportation Authority Transit Tariff*, as such may be amended from time to time;

"U-Pass BC Agreement" means the standard form universal transit pass agreement for U-Pass BC, incorporating the principles set forth in Schedule 1, and other applicable terms and conditions as may be expressly identified to be incorporated therein in this Agreement, that is to be entered into among TransLink, PSIs participating in the U-Pass BC Program, and their respective SA(s);

"U-Pass BC Fare Media Product" means and refers to Fare Media Product which has been designated to be used solely by U-Pass BC Students under the terms and conditions identified in the U-Pass BC Agreement;

"U-Pass BC Program" means the transit pass program offered by TransLink to PSIs and their SA(s), which provides U-Pass BC to certain Eligible Students and which receives financial contribution from the Province;

"U-Pass BC Student" means an Eligible Student who has not been exempted from participation or identified as ineligible for participation in the U-Pass BC Program or who has not been given permission to opt-out of the U-Pass BC Program in accordance with the terms of the U-Pass BC Agreement; and

"U-Pass BC Term" means the month or months (up to a maximum of four consecutive months) as identified in the U-Pass BC Agreement.

- 1.2 The schedules, that shall form an integral part of this Agreement, and are attached hereto as if set out at length in the body of this Agreement, are as follows:

- Schedule 1 – U-Pass BC Agreement – Underlying Principles;
- Schedule 2 – Rates;
- Schedule 3 – Public Post Secondary Institutions; and
- Schedule 4 – Performance Reports.

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ARTICLE 2 – STUDENT ELIGIBILITY

- 2.1 The Parties acknowledge that PSIs will be responsible to ensure that appropriate processes and protocols are put in place for determining student eligibility to participate in the U-Pass BC Program and that such eligibility will be compliant and consistent with the terms and conditions set forth in the U-Pass BC Agreement. In addition, the Parties acknowledge that, in accordance with the terms and conditions of the U-Pass BC Agreement, PSIs and SAs will:
- (a) be responsible to provide support as may be reasonably necessary or appropriate, which may include the development and implementation of policies, procedures, protocols and/or other support, in support of their respective roles, responsibilities and obligations under the U-Pass BC Agreement and in particular in support of matters relating to U-Pass BC Program integrity, including relating to the following:
 - (i) anti-fraud measures in relation to the U-Pass BC Program or Fare Media Products issued in relation thereto;
 - (ii) investigation of inappropriate use of Fare Media Products issued to U-Pass BC Students pursuant to the U-Pass BC Program; and/or
 - (iii) investigation of instances of abuse of the U-Pass BC Program; and
 - (b) be responsible for providing accurate and timely eligibility information to identify Eligible Students in such a manner which does not provide personally identifiable information to TransLink, for each month of their U-Pass BC Term(s), in accordance with the terms of the U-Pass BC Agreement, and for the PSI to be responsible for any potential delay in TransLink issuing to such PSIs Eligible Students the applicable U-Pass BC.
- 2.2 The Province agrees that it will work with PSIs regarding attendance management and other compliance measures required by the U-Pass BC Program, which may include entering into agreements with the PSIs or obtaining consents as may reasonably be required or necessary in order to comply with applicable laws to fulfill the purpose of this Section 2.2, in order that the PSIs may effectively provide the Province with information relating to the ongoing eligibility status of tuition-free students enrolled in government-sponsored ABE, ESL or LINC courses who have received a U-Pass BC Fare Media Product under the U-Pass BC Program. The Province agrees that it will provide such information to TransLink to assist TransLink in enforcing the eligibility requirements under the U-Pass BC Program.

ARTICLE 3 – U-PASS BC PROGRAM

- 3.1 TransLink will be the Party responsible for the delivery of the U-Pass BC Program in accordance with and subject to the terms of the U-Pass BC Agreement.
- 3.2 TransLink will develop the U-Pass BC Agreement in a standard form to ensure consistency among all participating PSIs and to ensure that all participating SAs observe the same terms and conditions of the U-Pass BC Program and that all U-Pass BC Students at all PSIs pay the same Rate throughout the Term of this Agreement. Execution of the U-Pass BC Agreement by PSIs and their corresponding SA(s) will be a required condition for their participation in the U-Pass BC Program and TransLink's receipt of any portion of the Financial Contribution to be made by

the Province for U-Pass BC Students at that PSI. The Parties intend that each of the PSIs participating in the U-Pass BC Program will have the opportunity to participate in the U-Pass BC Program and, in addition, the Justice Institute of British Columbia will be eligible to join and receive the benefits of the U-Pass BC Program when the Justice Institute is able to fulfill the terms of the U-Pass BC Agreement, including the commitment to levy mandatory student fees sufficient to cover the established Rate from each Eligible Student throughout their participation in the U-Pass BC Program.

3.3 Without limiting Section 3.2, TransLink must satisfy the following eligibility requirements each calendar quarter in order to be eligible to receive the maximum amount of Financial Contribution under Article 5:

1. TransLink delivered the U-Pass BC Program during the calendar quarter;
2. during the calendar quarter, the Rates included in each U-Pass BC Agreement were identical to the amounts specified in Schedule 2 of this Agreement; and
3. the U-Pass BC Agreement was otherwise in effect between TransLink and at least 1 PSI during the calendar quarter, and where the U-Pass BC Agreement was in effect for:
 - (a) the entire calendar quarter, TransLink will meet this criterion for the entire calendar quarter, and
 - (b) only a portion of the calendar quarter, TransLink will meet this criterion for the shortened calendar quarter

(collectively the "Financial Contribution Eligibility Criteria").

3.4 The Term of the U-Pass BC Program shall be from 1 January 2020 to 30 April 2025, inclusive. It will be a condition of each PSI's participation in the U-Pass BC Program that participating PSIs agree to pay TransLink, throughout their participation in the U-Pass BC Program and in accordance with the terms of the U-Pass BC Agreement, the applicable monthly Rates for each U-Pass BC Student at their facility and any other applicable fees or amounts owing under the terms of the U-Pass BC Agreement.

3.5 The Parties agree that TransLink will not be required to consider requests for changes to the terms and conditions of the U-Pass BC Agreement made by PSIs or SAs who are participating in the U-Pass BC Program during the Term, unless such requests are approved through the decision protocols established by, and through, an advisory committee established to review and approve all such requests on behalf of all PSIs and their respective SA(s) involved in the U-Pass BC Program, provided that it is agreed and acknowledged that TransLink shall have no obligation to agree to any changes or amendments to the U-Pass BC Agreement.

3.6 The PSIs will provide eligibility data to TransLink for Eligible Students' participation in the U-Pass BC Program in accordance with the terms of the Interface Requirements (as defined in the U-Pass BC Agreement) as provided and modified by TransLink from time to time, in accordance with the terms of the U-Pass BC Agreement.

- 3.7 TransLink will provide reasonable information to PSIs and SAs about the U-Pass BC Program and will engage in good faith consultation with PSIs and SAs to assist them in developing communication materials about the U-Pass BC Program to ensure SAs and students enrolled at PSIs are able to make informed decisions about participating in the U-Pass BC Program. It is anticipated that PSIs and their SAs will hold student referenda to consult their student body about joining the U-Pass BC Program and accepting the Rates and any other amounts which may be payable by U-Pass BC Students in relation thereto. TransLink will require SAs to provide their referenda questions in advance of such referenda and TransLink will provide its comments on any apparent inconsistencies between the proposed questions and the U-Pass BC Agreement.
- 3.8 The Parties acknowledge and agree that the U-Pass BC Program is not intended to act as a funding mechanism to be used by TransLink as financial support for an expansion of transit capacity (either in transit service hours or extension of routes) but to provide an opportunity for U-Pass BC Students to use the existing transit system, as such may be changed from time to time by TransLink.

ARTICLE 4 – COMPASS PROGRAM

- 4.1 TransLink acknowledges and agrees that, subject to the PSIs and SAs complying with their obligations under the U-Pass BC Agreement relating to the use of Compass Card fare media by U-Pass BC Students, PSIs will not be required to handle, manage or distribute U-Pass BC fare media cards, provided that PSIs and their respective SAs shall be required to:
- (a) make reasonable efforts to support, through general campus initiatives and good faith communication strategies, appropriate U-Pass BC Student involvement in the U-Pass BC Program; and
 - (b) implement policies, procedures and protocols in support of the PSIs' and the SAs' roles, responsibilities and obligations under the U-Pass BC Agreement and in support of the goals and objectives of the U-Pass BC Program.

ARTICLE 5 – FINANCIAL CONTRIBUTION

- 5.1 Subject to the terms and conditions of this Agreement, including this Article 5, for the duration of the Term the Province agrees to provide TransLink with financial contribution up to the amounts referenced in and as set out in Subsection 5.1(a) below (the "Financial Contribution"). The Financial Contribution is intended for the purpose of supporting the U-Pass BC Program during the Term, to compensate TransLink for a portion of its fare revenue losses incurred as a result of the transit fare discount provided to U-Pass BC Students.

- (a) The Financial Contribution of the Province to TransLink shall not exceed the maximum amounts set out below:
 - (i) In 2020, \$13,150,000 (as detailed below by quarter), subject to the express terms of this Agreement:

1) January to March	\$2,200,000
2) April to June	\$3,650,000

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3) July to September	\$3,650,000
4) October to December	\$3,650,000

- (ii) In 2021, \$15,500,000 (as detailed below by quarter), subject to the express terms of this Agreement:

5) January to March	\$3,650,000
6) April to June	\$3,950,000
7) July to September	\$3,950,000
8) October to December	\$3,950,000

- (iii) In 2022, \$16,850,000 (as detailed below by quarter), subject to the express terms of this Agreement:

9) January to March	\$3,950,000
10) April to June	\$4,300,000
11) July to September	\$4,300,000
12) October to December	\$4,300,000

- (iv) In 2023, \$17,425,000 (as detailed below by quarter), subject to the express terms of this Agreement:

13) January to March	\$4,300,000
14) April to June	\$4,375,000
15) July to September	\$4,375,000
16) October to December	\$4,375,000

- (v) In 2024, \$18,475,000 (as detailed below by quarter), subject to the express terms of this Agreement:

17) January to March	\$4,375,000
18) April to June	\$4,700,000
19) July to September	\$4,700,000
20) October to December	\$4,700,000

- (vi) In 2025, \$4,700,000 (as detailed below by quarter), subject to the express terms of this Agreement:

21) January to March	\$4,700,000
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MAXIMUM TOTAL

\$ 86,100,000;

- (b) The maximum Financial Contribution for each calendar quarter set out in 5.1(a) will only be reduced based on the following formula if and for any PSIs specified in this Subsection 5.1(b) that either withdraw from the U-Pass BC Program during the Term or choose not to join the U-Pass BC Program for such calendar quarter:

[Financial Contribution set out in Section 5.1(a) above payable for that calendar quarter]

Multiplied by:

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[Number of days during the calendar quarter after the effective date of the PSI withdrawal from the U-Pass BC Program or that the PSI did not join the U-Pass BC Program, as applicable]

Divided by:

[The total number of days during the calendar quarter]

Multiplied by:

[The Applicable PSI Reduction Percentage set out immediately below in this Section 5.2(b)]

PSI	PSI Reduction Percentage
Langara College	7.0%
British Columbia Institute of Technology	7.0%
Douglas College	9.0%
Emily Carr University of Art & Design	1.0%
Kwantlen Polytechnic University	10.0%
Vancouver Community College	4.5%
Nicola Valley Institute of Technology	0.5%
Capilano University	4.0%
Simon Fraser University	24.0%
University of British Columbia	33.0%
Justice Institute of British Columbia	0.0%

- 5.2 In order to receive the maximum Financial Contribution in a calendar quarter, TransLink will, after the end of that calendar quarter, prepare an invoice for the full amount of the Financial Contribution available for that calendar quarter pursuant to this Agreement, net of any reduction permitted under section 5.1(b), and deliver that invoice to the Province, together with (i) confirmation that TransLink has satisfied each of the Financial Contribution Eligibility Criteria, and (ii) the names of any PSIs that withdrew from or were otherwise no longer participating in the U-Pass BC Program for that calendar quarter and the effective date of each PSIs withdrawal, if applicable.

The Province will review such invoice and, if TransLink has satisfied each of the Financial Contribution Eligibility Criteria, pay the maximum Financial Contribution, net of any reduction permitted under section 5.1(b), within thirty (30) days of receipt of an invoice.

- 5.3 The sums comprising the Financial Contribution which are to be paid by the Province pursuant to this Agreement over the Term shall not exceed the aggregate maximum amount of \$86,100,000, and TransLink acknowledges and agrees that the Financial Contribution includes the potential participation of the Justice Institute of British Columbia in the U-Pass BC Program and no additional funds will be provided by the Province should the Justice Institute of British Columbia participate in the U-Pass BC Program.

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5.4 Notwithstanding any other provision of this Agreement and in addition to any other limitation set forth in this Agreement, the payment to TransLink of the Financial Contribution in whole or in part is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act*, British Columbia (the "FAA"), to enable the Province in any fiscal year when any payment of money by the Ministry of Transportation and Infrastructure falls due pursuant to this Agreement, to make that payment; and
- (b) the Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this section; and

the Province shall have no liability to TransLink or otherwise with respect to its failure to provide any portion of the Financial Contribution because of an event or happening (or failure of an event or happening) contemplated by this Section 5.4. The Province acknowledges and agrees that TransLink shall have no obligation to continue to deliver the U-Pass BC Program (in full or in part) during the Term in the event that:

- (c) the Province does not provide any portion of the Financial Contribution because of an event or happening (or failure of an event or happening) contemplated by this Section 5.4, or
- (d) the Province does not pay the maximum Financial Contribution, net of any reduction permitted under section 5.1(b), for any reason beyond those provided in section 5.4(a) and section 5.4(b),

and in which event, TransLink may, at its sole option, terminate this Agreement upon thirty (30) days written notice to the Province.

- 5.5 The Province will not claim any greenhouse gas reduction credits associated with the U-Pass BC Program.
- 5.6 TransLink acknowledges and agrees that the Province has no responsibility or liability regarding the development of the U-Pass BC Program or the design of the Fare Media Product that will be used by U-Pass BC Students at participating PSIs, nor will the Province be a signatory to the U-Pass BC Agreement.
- 5.7 If TransLink is offered funding from any person, firm, corporation or other government or government body for or in respect of the U-Pass BC Program, other than as contemplated in this Agreement, then TransLink will provide the Province, participating PSIs and SAs with full and complete particulars of the offer within 5 business days of receipt of such offer. Subsequent to TransLink providing such notice, the Province and TransLink will meet to review the potential impact of such funding to this Agreement and will negotiate any amendments to this Agreement to reflect such impact. Any amendments to this Agreement must be evidenced in writing and signed by each Party.

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ARTICLE 6 – FUTURE OF U-PASS BC PROGRAM

- 6.1 The Parties will meet, no later than July 2021, for the purpose of discussing the Province's involvement in supporting a U-Pass BC Program or other similar program as may be agreed by the Parties following the expiration of the Term set forth in this Agreement, it being agreed by the Parties that, as part of those discussions, the Parties will consider goals and objectives, ridership performance and cost measurement parameters. The Parties acknowledge that a continued U-Pass BC Program or other similar program may require student referenda to take place no later than the fall of 2024.
- 6.3 Nothing in the present Agreement or otherwise shall be interpreted as providing any guarantee, representation or warranty by the Province of any commitment to fund any future U-Pass BC Program; and nothing in this Agreement or otherwise shall be interpreted as providing any guarantee, representation or warranty by TransLink or the Province of any commitment by TransLink or the Province for a continuation of a U-Pass BC Program similar to the U-Pass BC Program at the conclusion of the Term.

ARTICLE 7 – COVENANTS OF TRANSLINK

- 7.1 TransLink must:
- (a) provide the Province with Performance Reports in accordance with the requirements of this Agreement (including, without limitation, the requirements of Schedule 4 attached to this Agreement) within one hundred and twenty (120) days of the end of each calendar year for which a Financial Contribution is made by the Province; and
 - (b) comply in all material respects with:
 - (i) all laws applicable to TransLink in carrying out its obligations in relation to the U-Pass BC Program under the U-Pass Program Agreement and TransLink's obligations under this Agreement; and
 - (ii) the provisions of this Agreement.

ARTICLE 8 – INDEMNITY

- 8.1 TransLink will indemnify and hold harmless the Province, its employees, agents, servants and representatives, from and against any claim, loss, damage, liability, cost and expense, including legal costs on a solicitor-client basis, incurred or suffered by the Province, where the same or any of them are based on or arise out of or from any breach of any of TransLink's covenants hereunder or anything done or omitted to be done by or on behalf of TransLink, its employees, agents, servants and representatives, pursuant to this Agreement.

ARTICLE 9 – COMMUNICATION AND CONFIDENTIALITY

- 9.1 The Parties agree to jointly develop the Communications Plan and all public communications about the U-Pass BC Program or this Agreement shall be undertaken in accordance with the Communications Plan. Before the Communications Plan is agreed, no public communications

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about the U-Pass BC Program or this Agreement will be made by either Party without the written approval of the other Party.

- 9.2 Upon request of a PSI or its SA, either the Province or TransLink may approve the use by such PSI of the Province's "U-Pass BC" logo for use by the PSI or its SA for the purpose of promoting the U-Pass BC Program.
- 9.3 Except as may be disclosed pursuant to the Communication Plan, or as may be strictly necessary to fulfill their respective obligations under this Agreement, or as required by law or judicial or legislative decree, the Parties acknowledge and agree that all information, material and documentation relating to the U-Pass BC Program and this Agreement is confidential and neither Party will disclose that information, material or documentation without the prior consent of the other Party, except in circumstances where the information can clearly be proven by documentation to have become readily available to the general public in the same form through no breach of this Agreement or except as required by law.
- 9.4 Notwithstanding the generality of Section 9.3, above, all information, material and documentation relating to the U-Pass BC Program or this Agreement that is in the custody or control of either Party is subject to FOIPPA.

ARTICLE 10 – PROJECT REPRESENTATIVES

- 10.1 The Parties will each designate a Project Representative for the purpose of administering this Agreement and for the purpose of resolving any differences that arise between the Parties pursuant to this Agreement. The current Project Representatives are set out as follows:

(a) For the Ministry of Transportation and Infrastructure:

Andrea Mercer, Executive Director, Transit Branch
Email: Andrea.Mercer@gov.bc.ca

(b) For TransLink:

Tianyi Chen, Director, Corporate Finance
Email: tianyi.chen@translink.ca

- 10.2 Either Party may change its Project Representative at any time on written notice to the other Party.

ARTICLE 11 – COMMENCEMENT AND TERMINATION

- 11.1 The term of this Agreement will commence on 1 January 2020 and terminate on 30 April 2025 unless it is terminated earlier pursuant to Sections 5.4 or 11.2 of this Agreement or unless it is extended by written agreement signed by both Parties.
- 11.2 This Agreement may be terminated by either Party by notice in writing if the other Party is in default of any of its obligations under this Agreement and the default has not been rectified within

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thirty (30) days of being notified by the first Party in writing of the default. The effective date of termination shall be the date upon which notice of termination is received by the other Party, pursuant to Section 13.1.

- 11.3 Where this Agreement is terminated pursuant to Section 5.4, 11.1 or 11.2, TransLink may, regardless of the cause of termination, submit an invoice pursuant to Section 5.2 no later than sixty (60) days after the effective date of termination. For the purposes of Article 5, the calendar quarter to which the invoice applies will be deemed to have ended on the effective date of termination and the maximum Financial Contribution will be pro-rated accordingly. TransLink will be considered eligible for Financial Contribution for the shortened calendar quarter if it satisfied the Financial Contribution Eligibility Criteria during that shortened calendar quarter.
- 11.4 Sections 5.5, 5.6, 6.1, 8.1, 9.3, 9.4, 11.3, 11.4 and Article 13 will survive the expiration or earlier termination of this Agreement.

ARTICLE 12 – DISPUTE RESOLUTION AND JURISDICTION

- 12.1 If any dispute arises under this Agreement (a "Dispute") the Parties acting through their Project Representatives will attempt to resolve the Dispute within fifteen (15) business days of the Dispute arising (or within such other time period agreed to by the Parties) through amicable and good faith negotiations.
- 12.2 If the Dispute referenced in Section 12.1 is not resolved in the manner and within the time period specified in Section 12.1, the Parties will attempt to resolve the Dispute by referring the matter to the following representatives of the Parties for resolution or such other representatives as may be appointed by the Parties from time to time:
- (a) Assistant Deputy Minister, Transportation Policy and Programs Department, Ministry of Transportation and Infrastructure; and
 - (b) Chief Financial Officer, TransLink,
- and, subject to applicable laws, the Parties will provide candid and timely disclosure to each other of the relevant facts, information and documents to facilitate the resolution of the Dispute.
- 12.3 If the Dispute referenced in Section 12.1 is not resolved under Section 12.2 within fifteen (15) business days of the Dispute being referred to the persons identified in Section 12.2, or within such other time period agreed to in writing by the Parties, a party may refer the dispute to arbitration in Victoria, British Columbia to be conducted by a sole arbitrator appointed under the *Arbitration Act* and at a location in Victoria, British Columbia agreed between the Parties.
- 12.4 The cost of the arbitration referred to in Section 12.3 will be shared equally by the Parties and the arbitration will be governed by the laws of the Province of British Columbia.

ARTICLE 13 – MISCELLANEOUS

- 13.1 Delivery of any documents or payments between the Parties in accordance with this Agreement will be effected by hand, facsimile transmission or courier to the address of the recipient specified below, such delivery to be effective only upon actual receipt:

(a) To TransLink:

South Coast British Columbia Transportation Authority
400 – 287 Nelson's Court
New Westminster, BC V3L 0E7

Attention: Tianyi Chen, Director, Corporate Finance

(b) To the Province:

Ministry of Transportation and Infrastructure
Attention: Andrea Mercer, Executive Director, Transit Branch
5th Floor – 940 Blanshard Street
Victoria, BC V8W 9T5

- 13.2 Either Party may from time to time advise the other by notice in writing of any changes to the recipient or to the address of the Party giving the notice.
- 13.3 This Agreement is binding upon and enures to the benefit of the Parties and their respective successors and permitted assigns.
- 13.4 TransLink must not assign this Agreement without the Province's prior written consent, which consent may be withheld for any reason. If the Province assigns or transfers its obligations under this Agreement, it will provide written notice to TransLink of such assignment or transfer and include the information required for delivery of documents, payments and communications.
- 13.5 This Agreement forms the entire agreement between the Parties with respect to the subject matter of this Agreement and this Agreement may not be modified except by subsequent agreement in writing.
- 13.6 The Parties will perform such further acts and execute such further documents as may be reasonably necessary to give effect to this Agreement.
- 13.7 This Agreement may be executed in counterparts and when counterparts have been executed by the Parties, each originally executed counterpart, whether a facsimile, photocopy or original, will be effective as if one original copy had been executed by the Parties.
- 13.8 Whenever the singular or the masculine form is used in this Agreement it will be construed as the plural or the feminine or neuter form, as the case may be, and vice versa where the context or the Parties so require.
- 13.9 The captions and headings contained in this Agreement are for convenience only and do not define or limit the scope of this Agreement.

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- 13.10 This Agreement will be interpreted according to the laws of the Province of British Columbia.
- 13.11 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any ministry, branch or agency thereof to or for anything related to the U-Pass BC Program that by statute, TransLink is required to obtain.
- 13.12 The Parties agree that nothing in this Agreement constitutes either of them as the agent, joint venturer or partner of the other Party and nothing in this Agreement gives either Party any authority or power to bind the other Party in any way.

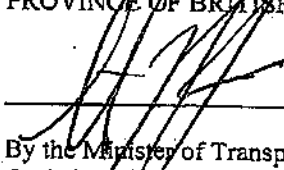
The Parties have executed this Agreement as of the date first above written.

SIGNED on behalf of
SOUTH COAST BRITISH COLUMBIA TRANSPORTATION AUTHORITY by its authorized
signatory:



Christine Dacre
Chief Financial Officer
South Coast British Columbia Transportation Authority

SIGNED on behalf of HER MAJESTY
THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA:



By the Minister of Transportation and Infrastructure
Or their authorized representative

Grant Main, Deputy Minister
Ministry of Transportation and Infrastructure

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SCHEDULE 1

U-PASS BC AGREEMENT --- UNDERLYING PRINCIPLES

TransLink will ensure that the standard form of the U-Pass BC Agreement in use from time to time incorporates, *inter alia*, the following principles:

- (a) The U-Pass BC Agreement will provide for distribution of U-Pass BC Fare Media Product to U-Pass BC Students during the U-Pass BC Program, subject to the PSIs and SAs complying with their obligations under the U-Pass BC Agreement, and provided that TransLink has received accurate and timely information as required from PSIs and their SAs in compliance with the Interface Requirements (as defined in the U-Pass BC Agreement) pursuant to the U-Pass BC Agreement, and subject to and in compliance with applicable privacy laws, rules and regulations.
- (b) Each participating PSI will be responsible for administering the U-Pass BC Program at its institution and will be responsible for properly and accurately identifying to TransLink all Eligible Students and U-Pass BC Students at its institution in accordance with the data transmission requirements set out in the U-Pass BC Agreement. All costs associated with the individual PSI's and SA's administration of and participation in the U-Pass BC Program at its institution (including any costs associated with properly identifying Eligible Students and U-Pass BC Students) and complying with all of its obligations under the U-Pass BC Agreement will be the sole responsibility of the applicable PSIs and their SAs.
- (c) Each participating PSI will be responsible for properly identifying to TransLink the number of Eligible Students and U-Pass BC Students at its institution and for making any payment required of them with respect to the appropriate monthly U-Pass BC Rate for each U-Pass BC Student, but the PSI will not be required to handle or distribute the U-Pass BC Fare Media Product at their institution.
- (d) Each PSI and each SA must obtain all necessary consents and approvals to enter into the U-Pass BC Agreement and implement the U-Pass BC Program, including without limitation, passage of a student referendum on whether to join the U-Pass BC Program.
- (e) The Rates set forth in this Agreement for the U-Pass BC Program will be a mandatory assessed student fee payable by all U-Pass BC Students to ensure consistent application and availability of the U-Pass BC Program to students across Metro Vancouver and the participation of all or substantially all Eligible Students enrolled at the PSI. The criteria for determining student eligibility and exceptions will be established and fixed in the U-Pass BC Agreement for each participating PSI, and for greater certainty, in respect of student eligibility, will be as set out in the definition of "Eligible Student" in this Agreement, and in respect of any exemptions, opt-out or other exemptions, will be only as set out in the U-Pass BC Agreement.
- (f) TransLink will provide a consistent framework applicable to all PSIs for establishing categories of students that are entitled to opt-out of purchasing a U-Pass BC Fare Media Product, as

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described in subsection (e) of this Schedule 1 above. TransLink and the respective PSI must agree in writing to any changes to these definitions.

- (g) The Rates established by this Agreement will be set forth in the U-Pass BC Agreement.
- (h) The PSI and their SAs will be responsible to provide support as may be reasonably necessary or appropriate, which may include the development and implementation of policies, procedures, protocols and/or other support, in support of their respective roles, responsibilities and obligations under the U-Pass BC Agreement, and in particular in support of matters relating to U-Pass BC Program integrity, including the management of fraudulent or inappropriate use of U-Pass BC Fare Media Product made available to U-Pass BC Students, pursuant to the U-Pass BC Agreement, and of the abuse of the U-Pass BC Program. The policies, procedures and other support to be provided by PSIs and SAs as described in this paragraph (h) of Schedule 1 may include coordinated marketing/communication amongst TransLink, the PSIs and their SAs of U-Pass BC Program goals and objectives.
- (i) TransLink, the PSI or its SA(s) will be entitled to prohibit a student from receiving a U-Pass BC Fare Media Product as a result of prior fraudulent or inappropriate use of a past U-Pass BC Fare Media Product or for abuse of the U-Pass BC Program.
- (j) TransLink delivers the U-Pass BC Program to Eligible Students in accordance with and subject to the *South Coast British Columbia Transportation Authority Act* (British Columbia), the TransLink Transit Tariff, the Compass Card Terms and Conditions of Use, and any Compass Card Refund Policy. Accordingly, subject to the TransLink Transit Tariff, the Compass Card Terms and Conditions of Use, any Compass Card Refund Policy, as each may be amended from time to time, or as otherwise identified by TransLink from time to time in the U-Pass BC Program, TransLink will allow issuance of replacement U-Pass BC Fare Media Products if issued U-Pass BC Fare Media Products are lost or stolen. A replacement fee may be included in the U-Pass BC Agreement for the replacement of lost or stolen U-Pass BC Fare Media Products and TransLink will be responsible for determining the policy, procedures and fees associated with lost or stolen Compass Cards associated with the U-Pass BC Program.
- (k) TransLink may implement a fee, payable by PSIs, for U-Pass BC Fare Media Product(s) issued to persons who are not eligible to be a U-Pass BC Student, identified through reporting or audit procedures in the U-Pass BC Agreement.
- (l) PSIs will not be permitted to provide any form of subsidy or charge any additional fee which has the effect of establishing different U-Pass BC Fare Media Product rates among various participating institutions. Notwithstanding the foregoing, PSIs and SAs may, on a case-by-case basis, provide financial aid to selected U-Pass BC Students based on a claim of financial hardship.
- (m) SAs will not be permitted to charge a mandatory fee payable to their PSI to administer the U-Pass BC Program.

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- (n) In addition, TransLink will consider, and may, in its sole discretion, incorporate terms and conditions in the U-Pass BC Agreement that address strategies, procedures and protocols that can be deployed to encourage or enforce appropriate use of the Compass Program to acquire critical information on the transit operational costs associated with the U-Pass BC Program as such relates to the use of U-Pass BC Compass Cards.

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SCHEDULE 2

RATES

During the Term, the Rates payable per Eligible Student for a U-Pass BC Fare Media Product at participating PSIs will be as follows:

\$41.00 per month for the period commencing on 1 January 2020 and ending on 30 April 2020;

\$42.50 per month for the period commencing on 1 May 2020 and ending on 30 April 2021;

\$43.35 per month for the period commencing on 1 May 2021 and ending on 30 April 2022;

\$44.20 per month for the period commencing on 1 May 2022 and ending on 30 April 2023;

\$45.10 per month for the period commencing on 1 May 2023 and ending on 30 April 2024;

\$46.00 per month for the period commencing on 1 May 2024 and ending on 30 April 2025.

Neither a PSI nor its applicable SA will be permitted to charge a U-Pass BC Student any additional fee for a U-Pass BC Fare Media Product which is over and above the Rates set forth herein.

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SCHEDULE 3

POST SECONDARY INSTITUTIONS

Eligible PSIs for inclusion in the U-Pass BC Program in Metro Vancouver:

British Columbia Institute of Technology
3700 Willingdon Avenue
Burnaby, BC V5G 3H2

Kwantlen Polytechnic University
12666 72nd Ave
Surrey BC V3W 2M8

Capilano University
2055 Purcell Way
North Vancouver BC V7J 3H5

Nicola Valley Institute of Technology
4155 Belshaw St.
Merritt BC V1K 1R1

Douglas College
Box 2503
New Westminster BC V3L 5B2

Langara College
100 West 49th Ave
Vancouver BC V5Y 2Z6

Emily Carr University of Art & Design
1399 Johnston Street
Granville Island
Vancouver BC V6H 3R9

Simon Fraser University
8888 University Drive
Burnaby BC V5A 1S6

Vancouver Community College **("VCC")
1155 East Broadway
Vancouver BC V5T 4V5

University of British Columbia** ("UBC")
2329 West Mall
Vancouver BC V6T 1Z2

Justice Institute of British Columbia*
715 McBride Blvd
New Westminster BC V3L 5T4

*Eligibility of the Justice Institute of British Columbia is subject to Section 3.2 of this Agreement.

**Includes the following affiliated colleges: At UBC: Regent College, St. Mark's College and Vancouver School of Theology; and at VCC: Native Education College.

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SCHEDULE 4

PERFORMANCE REPORTS

1. TransLink shall prepare and deliver the following Performance Reports to the Province, subject to applicable privacy laws, rules and regulations, and TransLink's Compass Card Terms and Conditions of Use and Compass Privacy Policy, and provided that all data shall be reported in aggregate:
 - (a) The following student statistics:
 - (i) Provide monthly statistics (as reported by each PSI) on the number of:
 - a. registered students at each PSI;
 - b. Exempted Students (as defined in the U-Pass BC Agreement) at each PSI
 - c. students at each PSI who are excluded as Eligible Students as defined herein as a result of the provisions of each of (d)(i), (ii) and (iii) of the definition of Eligible Student; and
 - (ii) Number of unique U-Pass BC Students eligible for U-Pass BC in the calendar year.
 - (b) The following Eligible Students statistics:
 - (i) Uptake of U-Pass BC Fare Media Product(s) by Eligible Students and issuance of U-Passes BC;
 - (ii) U-Pass BC Program Ridership;
 - (iii) Greenhouse gas reductions as a result of more sustainable travel;
 - (iv) Impact of fraud and fare evasion; and
 - (v) Any other performance statistics as may be mutually considered by TransLink and the Province;
 - (c) TransLink and the Province will use best efforts to confirm in writing, by no later than 1 February 2020, the detailed specifications mutually agreed by the Province and TransLink, each acting reasonably, of the structure, content and data definitions that will be contained in the reports noted in Section 1(a) and (b) of this Schedule 4 above, for information in TransLink's possession which is readily available to TransLink and which reports in any event shall include:
 - (i) The data specified in 1(a) and 1(b), plus the following information:
 - a. Ridership data and travel patterns:
 - (1) By time of day;
 - (2) By day of week;
 - (3) Origin – Destination data; and
 - (4) Utilization statistics;
 - (ii) Transit operational cost statistics, as available to TransLink:
 - a. Level of service on U-Pass BC Program routes to PSIs; and
 - b. Cost profile;

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- (d) Further, TransLink will collaborate with the Province to evaluate the need for, feasibility of and the responsibility to undertake additional data collection efforts, such as:
 - (i) Data collection to determine the greenhouse gas reductions attributed to changing mode choices by U-Pass BC Eligible Students;
 - (ii) Data collection to measure local traffic impact at selected geographical points as a result of the U-Pass BC Program; and
 - (iii) Data collection to define the aspects of creating a "Transit Culture" that are important from a transportation policy perspective and which identify agreed performance measures of the Program in order to undertake studies to measure changes in transit culture as a result of the U-Pass BC Program; and
 - (e) Any other studies or reports as reasonably required by the Province from time to time, subject to applicable privacy laws, rules and regulations, TransLink's Compass Card Terms and Conditions of Use and Compass Privacy Policy, availability of TransLink resources and availability to TransLink of data or other information under the terms and conditions of the U-Pass BC Agreements.
2. Delivery of the Reports shall be made in accordance with the following schedule:
- (a) The first report as required in Sections 1(a) and (b) of this Schedule 4 will be due on 30 April 2021 and will report on such data from January 2020 to December 2020, inclusive;
 - (b) All other reports agreed by the parties to be provided under and in accordance with Section 1(c) of this Schedule 4, based on the mutually agreed specifications and availability of information, will be for their respective calendar years after 2020 and due on 30 April of the following year; and
 - (c) The last report as required under this Schedule will be due on 31 August 2025 and will report on such data from 1 January 2025 to 30 April 2025 (inclusive).
3. The parties agree that, in respect of any additional or other reports, studies, data or other information that may be of interest to one or both of the parties to be provided by TransLink to the Province in accordance with Sections 1(c), (d) or (e) of this Schedule 4, the parties agree to discuss the potential provision of such reports, studies, data or other information and where mutually agreed (each party acting reasonably) in respect of any particular additional reports, studies, data or other information and in advance of any such provision, TransLink shall:
- (a) Prior to incurring any additional cost or expense to prepare or create such reports, studies, data or other information, provide to the Province an estimated time line when such reports, studies, data or other information could be produced (including contractor and/or consulting fees, and internal labour costs actually and reasonably incurred by

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TransLink), and meet with the Province to discuss potential scope and costs associated with the data request; and

- (b) If the Province and TransLink agree to pursue the studies and/or reports on terms mutually agreeable to both parties, the parties may negotiate and enter into an agreement regarding reimbursement of TransLink's costs to produce the studies and/or reports and cover costs identified in Section 3(a) of this Schedule.

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U-Pass BC

2019 Annual Report

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Together all the way



April 30, 2020

Ministry of Transportation and Infrastructure
Attn: Deborah Bowman, Assistant Deputy Minister, Transportation Policy and Programs Department
PO Box 9850 Stn Prov Govt
5D, 940 Blanshard Street
Victoria, British Columbia
V8W 9T5

Dear Ms. Bowman,

RE: U-Pass BC Program Report – 2019

Under Section 7.1 and Schedule 4 Section 1(a) and (b) of the *Contribution Agreement (Renewed U-Pass BC Program – Metro Vancouver)* dated April 10, 2017, TransLink is to provide the Ministry of Transportation and Infrastructure with an annual report on the U-Pass BC Program.

We are pleased to present to you our annual report on the U-Pass BC Program for the period of January to December 2019.

Sincerely,

A handwritten signature in black ink, appearing to read 'C. Dacre', with a stylized, cursive script.

Christine Dacre, CPA, CGA
Chief Financial Officer

Cc: Andrea Mercer, Executive Director, Transit Branch, Ministry of Transportation and Infrastructure
Linda Harmon, Director, Strategic Outreach & Business Engagement, Ministry of Transportation and Infrastructure

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Introduction

The U-Pass BC Program, a partnership between the Province and TransLink, was launched in Metro Vancouver in 2011, replacing TransLink's FastTrax Program and Vancity U-Pass Program. The 2011 agreement has been extended and renewed in 2013, 2016, 2017 and most recently in 2019. The current agreement is in effect until April 30, 2025.

The purpose of this report is to outline the performance of the U-Pass BC Program for 2019. Subsequent to 2019, however, a virus outbreak (COVID-19) was declared a pandemic by the World Health Organization. As of the date of this report, the situation has led to a suspension of in-person and/or transition to online instruction by all post-secondary institutions participating in the Program. As a result, and in consultation with post-secondary institutions and student associations, work is underway to temporarily suspend the U-Pass BC Program. As the situation is dynamic, the ultimate duration of the impact, and return of the U-Pass BC Program from temporary suspension, is not yet known.

Participating Post-Secondary Institutions (PSIs)

As at the end of 2019, ten of the eleven eligible post-secondary institutions in Metro Vancouver continued their participation in the Program.

Table 1: *Post-secondary institutions eligible to participate in the U-Pass BC Program*

<u>Program launched January 2011:</u>	<u>Program launched September 2011¹:</u>	<u>Not currently participating:</u>
Emily Carr University of Art + Design	British Columbia Institute of Technology ("BCIT")	Justice Institute of British Columbia ("JIBC")
<u>Program launched March 2011:</u>	Capilano University	
Vancouver Community College ("VCC")	Douglas College	
	Kwantlen Polytechnic University ("KPU")	
	Langara College	
	Nicola Valley Institute of Technology ("NVIT")	
	Simon Fraser University ("SFU")	
	University of British Columbia ("UBC")	

¹ Capilano University, Langara College, SFU and UBC participated in the Vancity U-Pass Program prior to converting to the U-Pass BC Program in September 2011.

U-Pass BC Program Objectives

The objectives of the U-Pass BC Program include:

- Provide lower-cost travel for students
- Reduce single occupancy vehicles, traffic congestion and greenhouse gases
- Encourage students to make transit part of their lifestyle by including travel with the U-Pass BC for entertainment, recreation and other non-school related trips
- Begin to create a sustainable transit program that provides students with a low cost transit fare and a level of transit service that meets this demand

U-Pass BC Compass Information

The information provided in this report is based on reporting from participating post-secondary institutions and from the Compass system, in addition to the other sources used in estimating greenhouse gas emissions reductions.

The U-Pass BC Program was fully transitioned from traditional fare media to Compass by July 2015. Compass fare gates were fully closed by August 2016 and as a result of the phased implementation, over 95% of journeys on TransLink's system are now made with Compass fare.

U-Pass BC Eligibility and Use

Eligible students and exemptions are specifically defined or outlined in the program agreements. Eligibility can be summarized as follows:

All students who are:

- enrolled in participating post-secondary institutions' campuses in Metro Vancouver, in either full-time or part-time programs that meet the Canada Revenue Agency's definition for qualifying or specified educational programs, where the course load totals 3 or more credits or the tuition fees exceed the equivalent adult fare value of the U-Pass BC, **AND** who are assessed student fees of the associated student association (or who have resigned their membership in the student association)
- enrolled in participating post-secondary institutions' campuses in Metro Vancouver in programs identified as "Opt-In" eligible within their specific program agreement
- taking 12 or more instructional hours per week in government-sponsored Adult Basic Education, English as a Second Language, or Language Instruction for Newcomers to Canada programs **AND** who are assessed student fees of the associated student association (or who have resigned their membership in the student association)

but, excluding those students who:

- do not reside in Metro Vancouver **AND** are not enrolled in classes that are conducted within Metro Vancouver
- have been restricted from participating in the U-Pass BC Program due to fraudulent/inappropriate use of a U-Pass BC
- are enrolled in programs identified as "Opt-Out" eligible within their specific program agreement

Exemptions from the U-Pass BC Program are limited to students who:

- withdraw from the participating post-secondary institution (based on their withdrawal date and whether they enabled a U-Pass BC)
- are participating in a student exchange at another post-secondary institution outside of Metro Vancouver
- hold a valid U-Pass BC from another participating post-secondary institution
- hold a valid transit pass for the duration of their term
- are permanently or temporarily disabled and whose physical or cognitive barriers prevent them from using TransLink's transit services
- are exempted at the discretion of the participating post-secondary institutions, provided that the total discretionary exemptions do not exceed 1% of the number of eligible students
- are part of a pre-identified program or group identified by certain participating post-secondary institutions where the U-Pass BC Program requirements present a barrier to administration or compliance issue with a post-secondary institution's pre-existing contractual arrangements

At the end of 2019, participating post-secondary institutions had over 161,000 students enrolled, of which 139,000 students, or 86 per cent, were eligible to receive a U-Pass BC. The 14 per cent “ineligible” students comprised those students who did not meet the eligibility criteria or were exempted from participating in the program.

Table 2 shows how the eligibility varies by post-secondary institution.

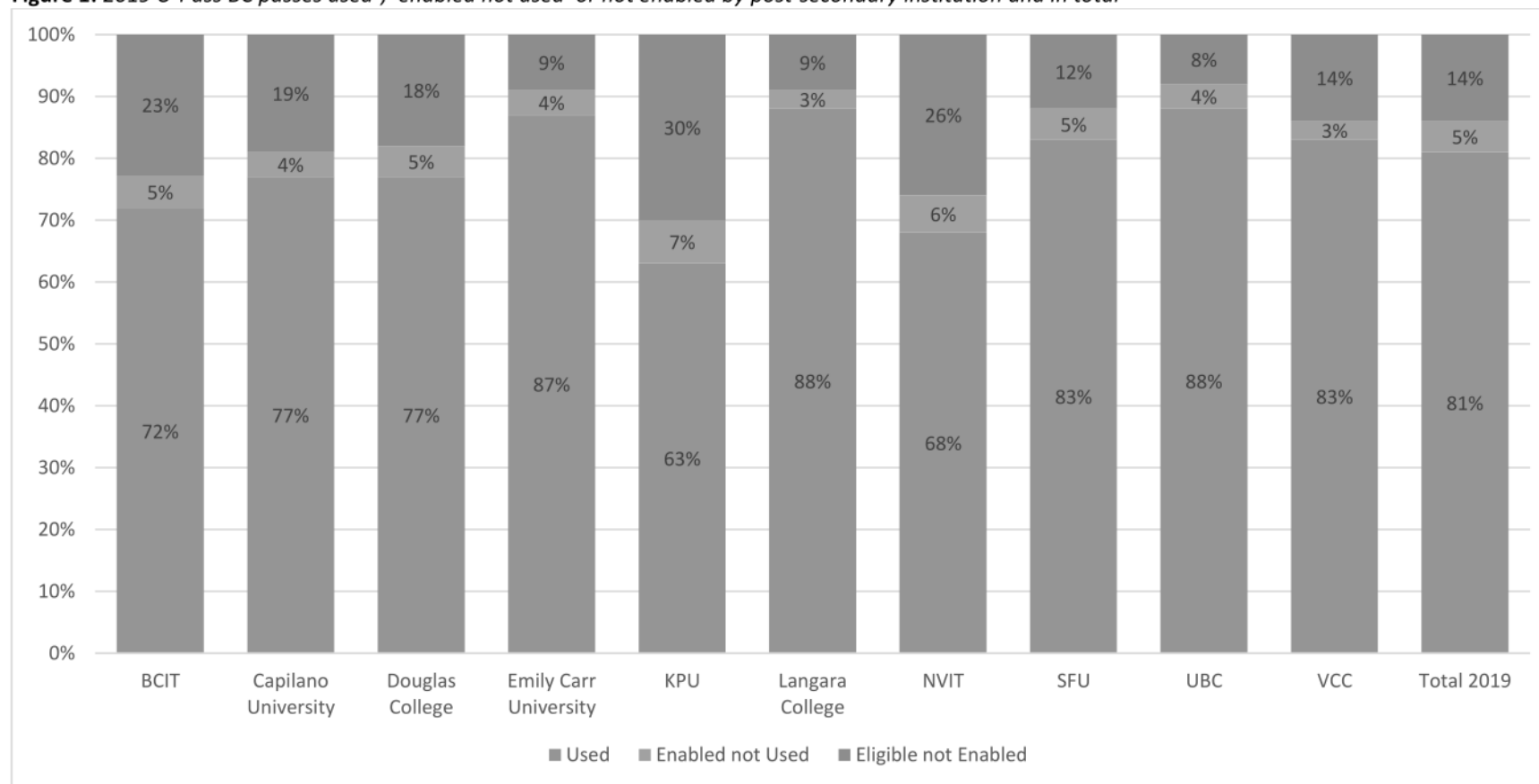
Table 2: Average Monthly Number of Students and U-Pass BC Eligible Students by Term for 2019

Post-Secondary Institution	Winter (Jan-Apr)			Summer (May-Aug)			Fall (Sep-Dec)		
	Average Monthly Students Enrolled	Average Monthly U-Pass BC Eligible Students	% Eligible	Average Monthly Students Enrolled	Average Monthly U-Pass BC Eligible Students	% Eligible	Average Monthly Students Enrolled	Average Monthly U-Pass BC Eligible Students	% Eligible
British Columbia Institute of Technology ²	24,271	9,085	37%	15,568	4,328	28%	23,428	9,067	39%
Capilano University	6,350	6,050	95%	3,270	2,099	64%	7,877	6,902	88%
Douglas College	13,385	12,339	92%	7,501	6,948	93%	14,105	13,010	92%
Emily Carr University of Art + Design	1,829	1,750	96%	405	338	83%	1,922	1,790	93%
Kwantlen Polytechnic University	14,532	13,928	96%	8,574	8,454	99%	13,541	13,334	98%
Langara College	11,664	10,946	94%	8,351	7,377	88%	12,228	11,382	93%
Nicola Valley Institute of Technology	130	126	97%	54	53	98%	116	110	95%
Simon Fraser University	30,073	27,638	92%	22,948	19,114	83%	31,370	28,782	92%
University of British Columbia	50,435	46,859	93%	23,041	19,349	84%	52,050	50,092	96%
Vancouver Community College	4,697	4,597	98%	2,858	2,801	98%	4,626	4,547	98%
Total 2019	157,366	133,318	85%	92,570	70,861	77%	161,263	139,016	86%
Total 2018	157,099	132,427	84%	91,502	69,917	76%	160,948	138,361	86%

² The lower level of U-Pass BC Eligible Students at BCIT is due to part-time students being exempted by BCIT.

In 2019, over 1.1 million U-Pass BC monthly passes, or 81% of all U-Pass BC passes available, were used by eligible students, as evidenced by their initial tap-in on the system. In 2019, post-secondary institutions reported 6 instances of a U-Pass BC being enabled by ineligible students, compared to 4 from the previous year. Individual usage rates by post-secondary institution are shown in Figure 1 below.

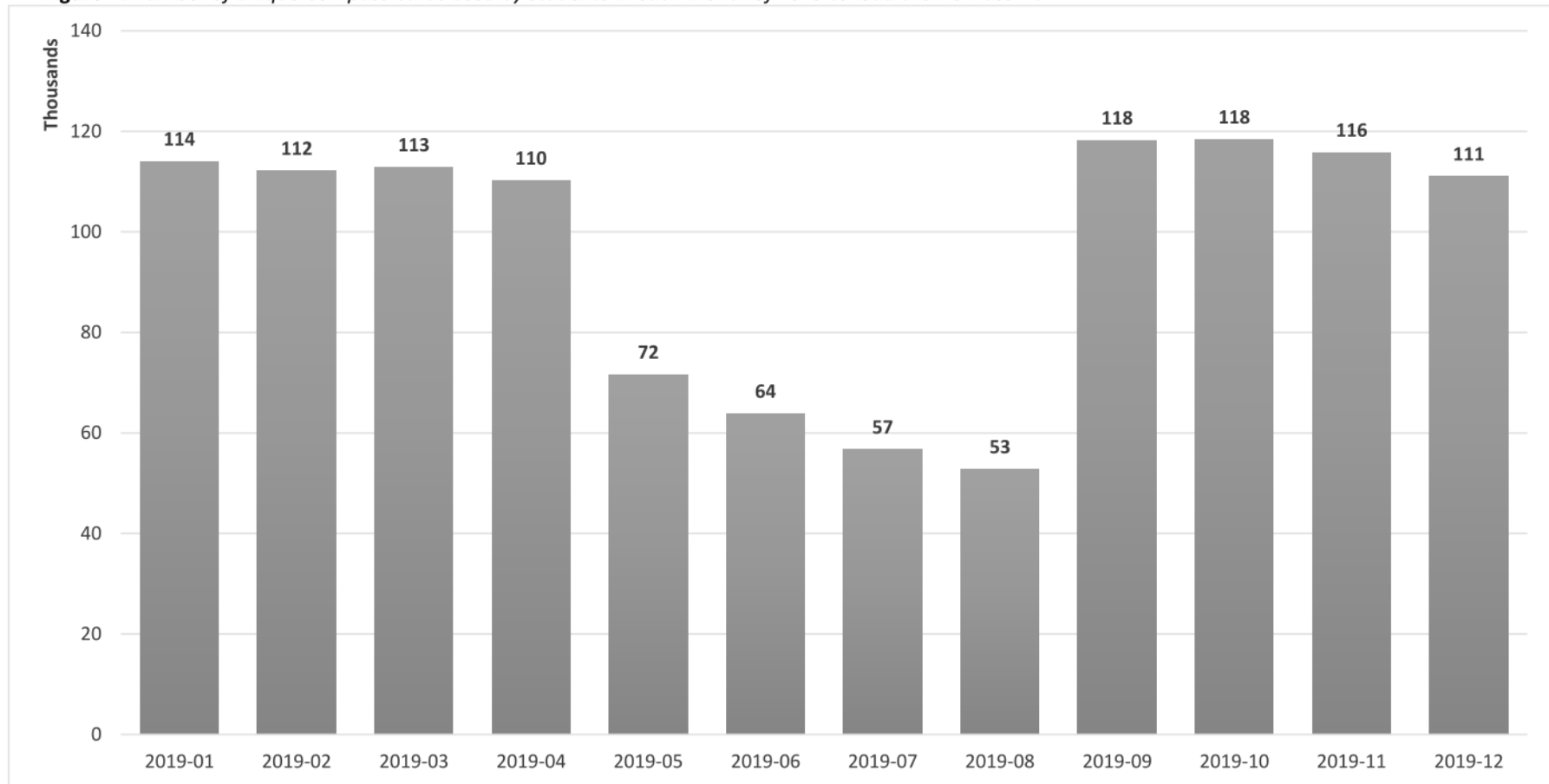
Figure 1: 2019 U-Pass BC passes used³, 'enabled not used' or not enabled by post-secondary institution and in total



³ Usage information is obtained from the Compass system and may be understated due to customers not tapping their Compass cards on buses where card readers are used in lieu of fare gates; specific routes identified where lower tap-in volumes compared to passenger counts have been identified include the #99 – Commercial-Broadway Station to UBC and #145 – Production Way-University Station to SFU.

Figure 2 provides a monthly breakdown of the number of Compass Cards with a U-Pass BC used by students, with 211,806 total unique Compass Cards used by students to load their U-Pass BC in all of 2019.

Figure 2: *Number of unique Compass Cards used by students in each month of 2019 to load their U-Pass BC⁴*



⁴ Usage information is obtained from the Compass system and may be understated due to customers not tapping their Compass cards on buses where card readers are used in lieu of fare gates; specific routes identified where lower tap-in volumes compared to passenger counts have been identified include the #99 – Commercial-Broadway Station to UBC and #145 – Production Way-University Station to SFU.

U-Pass BC Ridership

In 2016, TransLink revised its methodology used to estimate ridership. Prior to 2016, ridership was estimated based on ticket sales and periodic passenger surveys. From 2016 onward, ridership is estimated based on counts of Compass and farebox transactions; ***noting that the change in methodology is important when comparing current ridership estimates from TransLink to any reported ridership in previous years.***

TransLink tracks ridership using the following two metrics:

- Boarding: every time a passenger enters a fare paid zone using Compass fare media or proof of payment; transfers count as additional boardings
- Journey: a complete transit trip using Compass fare media or proof of payment, regardless the number of transfers

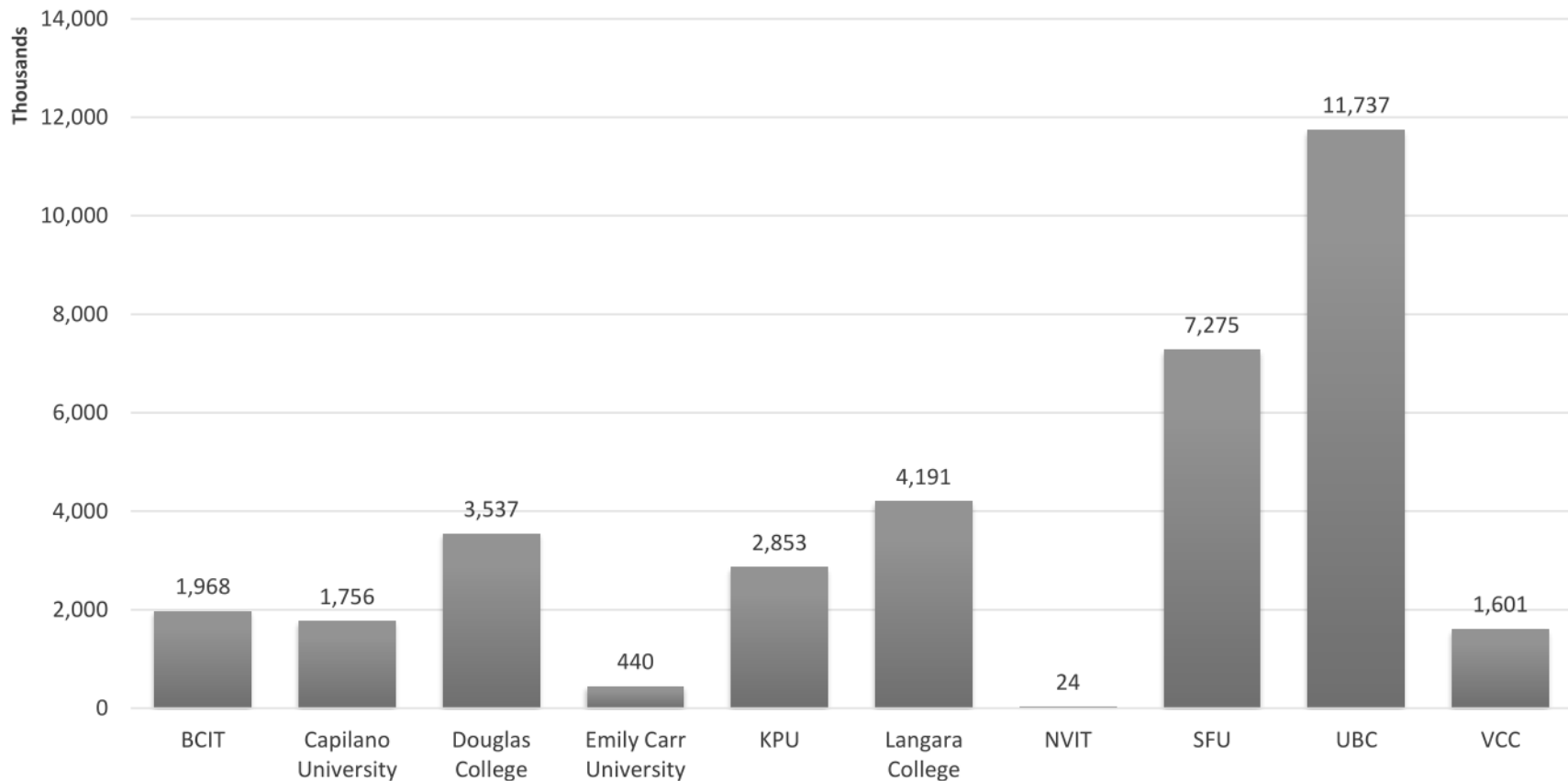
Table 3 shows the number of boardings and journeys using a U-Pass BC in 2019 and their relation to total boardings and journeys across the transit system. Seasonality increases the percentage of U-Pass BC ridership in relation to total ridership in September and falls in the summer when most post-secondary institutions have a reduced course schedule.

Table 3: 2019 U-Pass BC estimated ridership measured in Boardings and Journeys by term

Ridership (millions)	Winter				Summer				Fall				Total
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
U-Pass BC Boardings	6.3	5.1	6.2	5.1	4.2	3.7	3.4	2.7	6.4	6.7	6.0	4.2	60.0
% of Total Boardings	16.8%	15.6%	16.3%	14.0%	10.7%	9.7%	8.5%	7.2%	16.1%	16.3%	16.3%	12.4%	13.3%
U-Pass BC Journeys	3.8	3.0	3.7	3.0	2.4	2.1	2.0	1.5	3.8	4.0	3.6	2.5	35.4
% of Total Journeys	16.8%	15.2%	16.1%	13.7%	10.1%	9.1%	8.3%	6.6%	15.9%	16.1%	16.0%	12.1%	13.0%

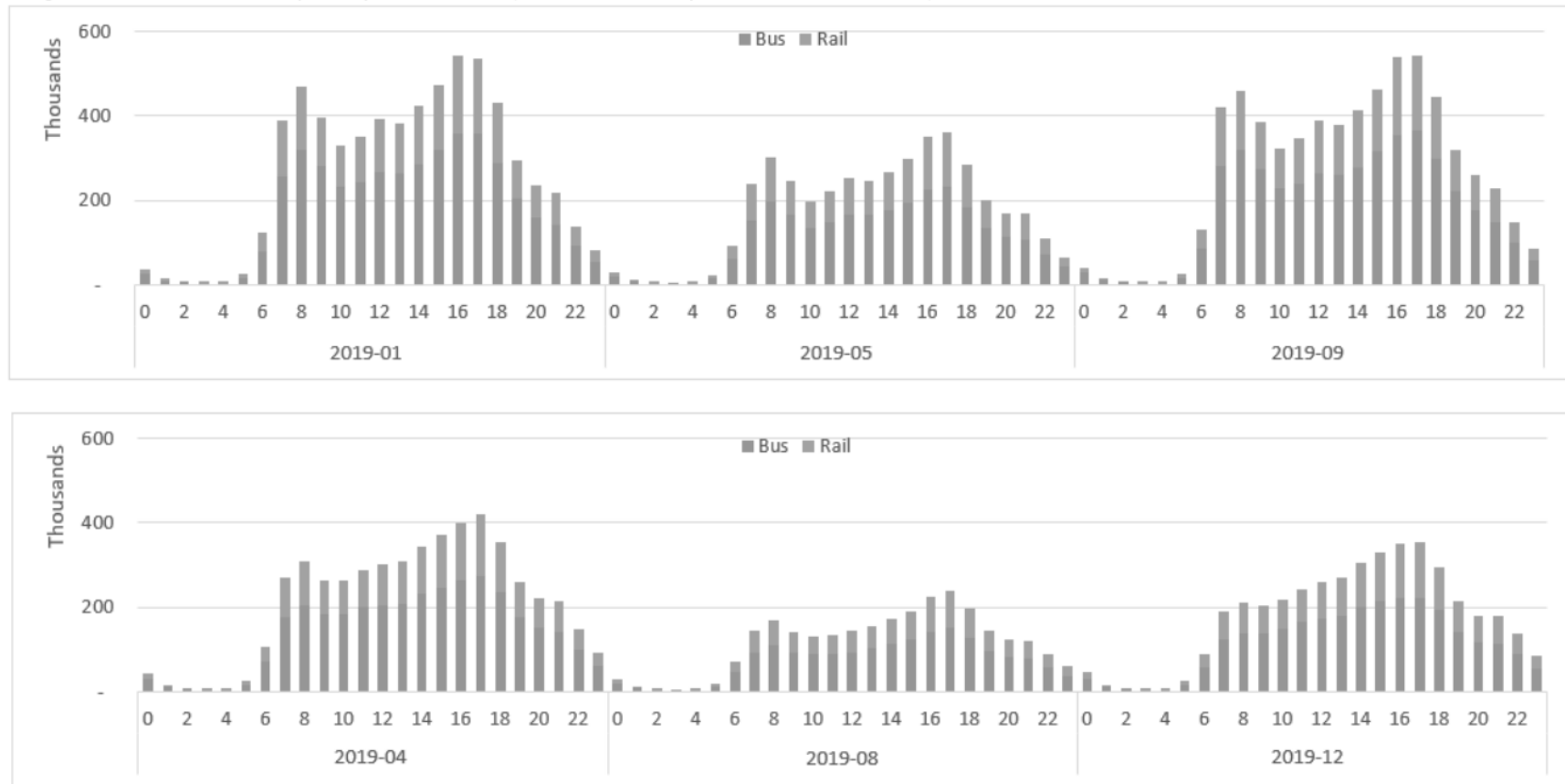
Figure 3 illustrates the distribution of U-Pass BC journeys by each post-secondary institution, which overall corresponds to the size of the student population eligible for a U-Pass BC. There are some exceptions where ridership is higher in some schools and lower in others, which may partly be due to the proximity of post-secondary institutions to frequent transit service, among other factors. Year-over-year changes in ridership at each post-secondary institution are mostly consistent with changes in student eligibility at each school.

Figure 3: Total 2019 annual journeys using a U-Pass BC by post-secondary institution



U-Pass BC use by service type and by hour for select months is shown in Figure 4 below. U-Pass BC use appears to be highest between the hours of 7am to 10am and 2pm to 7pm, with a higher use of bus services than rail services.

Figure 4: 2019 U-Pass BC tap-ins by transit mode (“Rail” includes SkyTrain and WCE services) for select months⁵



⁵ Usage information is obtained from the Compass system and may be understated due to customers not tapping their Compass cards on buses where card readers are used in lieu of fare gates; specific routes identified where lower tap-in volumes compared to passenger counts have been identified include the #99 – Commercial-Broadway Station to UBC and #145 – Production Way-University Station to SFU. Months selected represent the beginning and end of typical academic terms at most schools.

U-Pass BC use on weekdays and weekends, shown in Figure 5 below, is also fairly consistent in each academic term. In 2019, 80% of tap-ins with a U-Pass BC were recorded on a weekday, and 20% on a weekend (including statutory holidays).

Figure 5: *Distribution of 2019 weekday and weekend U-Pass BC journeys by month*

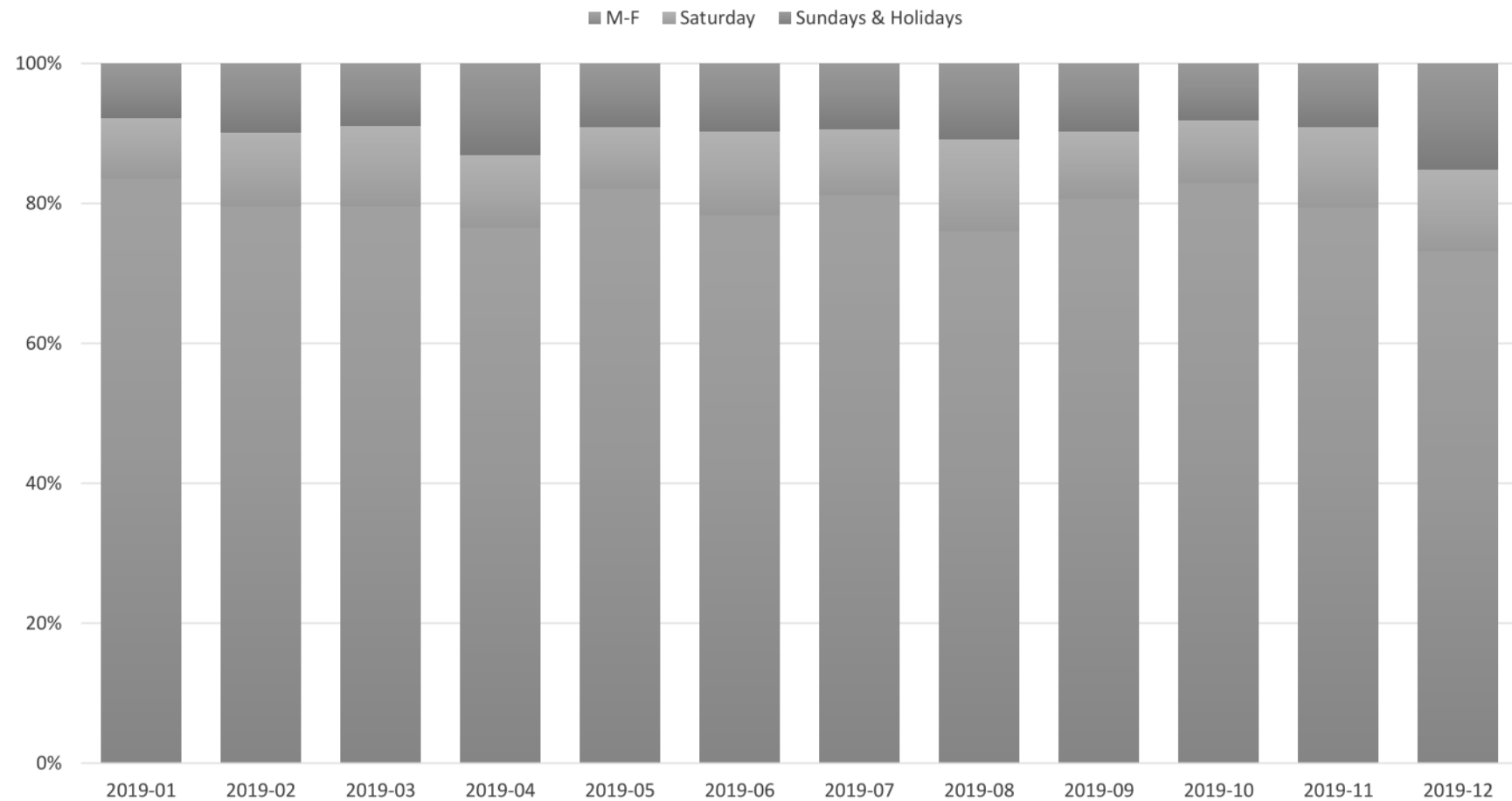
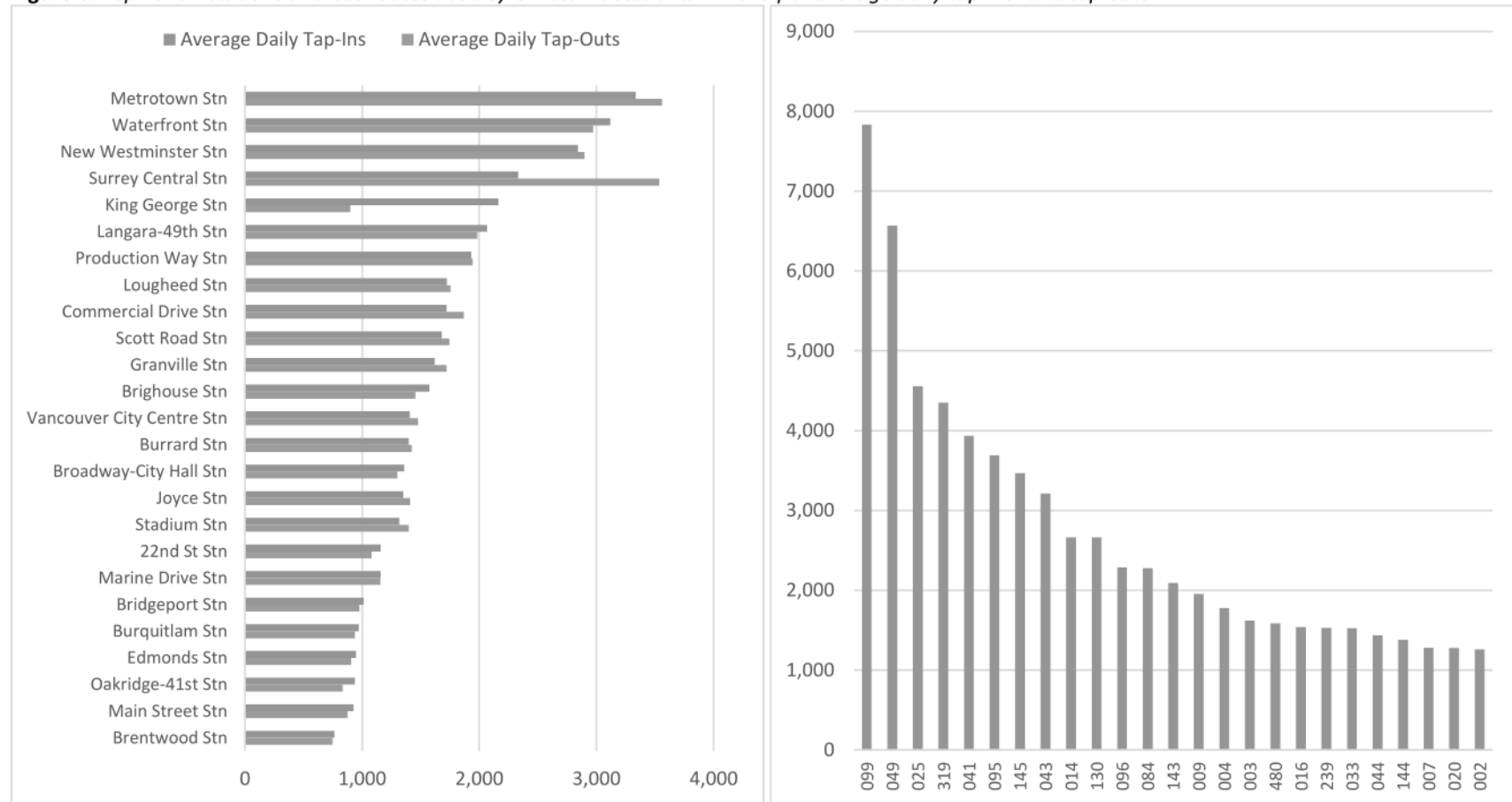


Figure 6 highlights the stations and routes that are most heavily used by U-Pass BC students. Most of the bus routes identified are considered part of TransLink's *Frequent Transit Network*, in which corridors have transit service every 15 minutes or better from morning to late evening.

Figure 6: Top 25 rail stations and bus routes used by U-Pass BC students in 2019 per average daily tap-ins⁶ and tap-outs



⁶ Usage information is obtained from the Compass system and may be understated due to customers not tapping their Compass cards on buses where card readers are used in lieu of fare gates; specific routes identified where lower tap-in volumes compared to passenger counts have been identified include the #99 – Commercial-Broadway Station to UBC and #145 – Production Way-University Station to SFU.

U-Pass BC Greenhouse Gas Emissions Reductions

Table 4 shows the reduction in greenhouse gas emissions as a result of the U-Pass BC Program. It is estimated that the U-Pass BC Program has resulted in a reduction of greenhouse gas emissions of 26,359 tonnes measured in carbon dioxide equivalent (CO₂e) in 2019 when compared to 2010, the year prior to the start of the U-Pass BC Program. This estimate is based on a number of assumptions:

- Trip distances and trip rate⁷ information of U-Pass BC eligible students was sourced from TransLink's 2011 Regional Trip Diary Survey with the exception of Nicola Valley and Emily Carr, which due to insufficient samples were based from 2008 Trip Diary information.
- Expected mode shift (this assumes all trips shifting to transit come from single occupancy vehicles); and
- Average vehicle fuel consumption and CO₂e Emissions per litre of fuel consumed (Source: BC Ministry of Environment, GHG Reporting Standards)

Table 4: *Estimated reduction in greenhouse gas emissions resulting from participation by students in the U-Pass BC Program*

CO ₂ e Emission Reductions (Tonnes) by Post-Secondary Institution ⁸	2019			2018
	Part-Time Students	Full-Time Students	Total	Total
British Columbia Institute of Technology	-	9,394	9,394	8,815
Douglas College	2,036	2,512	4,548	4,305
Emily Carr University of Art & Design	-	60	60	60
Kwantlen Polytechnic University	3,090	8,624	11,714	12,737
Nicola Valley Institute of Technology	3	5	8	6
Vancouver Community College	-	635	635	521
Total	5,129	21,230	26,359	26,444

⁷ The 2011 Trip Diary included average daily trip rates which were converted to weekly rates by multiplying by 5.

⁸ Reductions in greenhouse gas emissions from Capilano University, Langara College, Simon Fraser University, and the University of British Columbia are not presented since these institutions participated in TransLink's Vancity U-Pass Program that was in place prior to the U-Pass BC Program and it is assumed that any reductions due to transitioning U-Pass programs from 2010 to 2011 are likely immaterial.

U-Pass BC Developing a Transit Culture

One of the key objectives of the U-Pass BC Program is to develop a transit culture that would see increased and broadened transit usage by students even after they graduate. In 2018, BC Stats published a report, commissioned by the Ministry of Transportation and Infrastructure and supported by TransLink, to understand usage of and preference for travel via transit in Metro Vancouver as a result of the U-Pass BC Program⁹. TransLink will continue to support the Province on any ongoing, similar program surveys in the future.

U-Pass BC Program Integrity

U-Pass BC provides eligible students with the benefits of an all-zone monthly pass for use on conventional transit and HandyDART. Since the current fee for a U-Pass BC of \$41 is a significant reduction from the value of an all-zone monthly pass of \$177, the U-Pass BC is a non-transferrable fare product that can only be used by the eligible student and is only considered valid proof of payment on inspection when presented along with valid student identification.

TransLink is aware of the illegal market for sales of the U-Pass BC and their subsequent use by individuals not eligible for the passes, which is mainly evidenced by postings on various social media websites. With the implementation of the U-Pass BC Program on Compass, a student's identification is automatically linked to the U-Pass BC fare product enabled on a Compass Card. The number of illegal transit fare sales postings, including U-Pass BC passes, on these websites identified by TransLink for removal increased from about 300 in each of the previous two years to 426 in 2019. TransLink continues to monitor and address the other ways in which the U-Pass BC passes are being illegally sold or shared.

The integrity of the U-Pass BC Program continues to be supported by Transit Police and Transit Security through fare enforcement checks conducted across the transit system.

If Transit Police or Transit Security find that a U-Pass BC is being used contrary to the contract terms, passes may be confiscated. Existing program terms allow a PSI, Student Association or TransLink to refuse a student from participating in the Program where that student engaged in fraudulent or inappropriate use of their U-Pass BC. However, use of these terms has been negligible as significant resources are required to gather sufficient evidence to prove a student purposefully engaged in the fraudulent or inappropriate use of their U-Pass BC.

⁹ The full report is available on BC Stats website - <https://www2.gov.bc.ca/gov/content/data/statistics/infoline/infoline-2018/18-169-u-pass>.