[NOTE TO PROPONENTS: Proponents are advised should its Proposal be successful, the Proponent will enter into a Contract with the Province on substantially the same terms and conditions of this sample Contract, including the schedules and exhibits. Without limiting the foregoing, in some cases, through the use of "Note to Proponents" instructions or wording appearing in square brackets (i.e., [ ]), the Province has indicated where it expects to add or change wording based on the successful Proposal or discussions during the Clarification Period, or where the Province is willing to consider changes to the scope of the provisions where warranted.]

INTEGRATED PROJECT SERVICES

SOFTWARE-AS-A-SERVICE AGREEMENT

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

(THE "PROVINCE")

AND

[INSERT LEGAL NAME OF CONTRACTOR]

(THE "CONTRACTOR")

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INTEGRATED PROJECT SERVICES SOLUTION

SOFTWARE-AS-A-SERVICE AGREEMENT

Contract #_____

THIS AGREEMENT is made effective as of the Effective Date.

BETWEEN:

> **HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, represented by the Minister of Transportation and Infrastructure
>
> (the "**Province**")
>
> OF THE FIRST PART

AND:

> [**LEGAL NAME OF CONTRACTOR**], a body corporate incorporated under the laws of [INSERT] (Incorporation No. [INSERT]), and having an office at [INSERT ADDRESS]
>
> (the "**Contractor**")
>
> OF THE SECOND PART

WHEREAS:

A. The Province issued Best Value Negotiated Request for Proposal No. [@number] (the "**BVNRFP**");

B. The Contractor submitted a proposal, and was the successful proponent under the BVNRFP to provide the Integrated Project Services Solution and related Services;

C. The Province wishes to retain the Contractor to provide the Integrated Project Services Solution and Services;

D. The Contractor wishes to provide the Integrated Project Services Solutions and Services to the Province, on the terms and conditions contained in this Agreement; and

E. This Agreement is entered into under section 3 of the *Transportation Act*.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in Schedule "A".

1.2 Interpretation

In this Agreement, unless expressly stated otherwise or unless the context otherwise requires,

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) words importing a singular number only include the plural, and *vice versa* and words importing the masculine include the feminine and neuter and *vice versa*;

(c) any reference in the body of this Agreement to an "Article", "section" or "subsection" by number is a reference to the appropriate Article, section or subsection in the body of this Agreement, and unless specified in a Schedule to the contrary, any reference in a Schedule to a "section" or "subsection" by number is a reference to the appropriate section or subsection in that Schedule;

(d) references to "person" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(e) all references to "days" in this Agreement shall mean calendar days, unless specified as Business Days;

(f) the words "includes" and "including" are not intended to be limiting;

(g) "attached" means attached to this Agreement when used in relation to a Schedule;

(h) where the words "discretion", "option" or any variations thereof are used with respect to a party's entitlement to make any decision, act in any manner or exercise any right, they will be deemed to mean such party's sole, absolute and unfettered discretion or option; and

(i) any reference to "knowledge" of either party or any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due enquiry, then the knowledge that such party would have had if such party had conducted reasonable enquiry into the subject matter.

1.3 Headings

The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only and is not to affect the construction or interpretation of this Agreement.

1.4 Currency

All references to money in this Agreement are in Canadian dollars.

1.5 Schedules

The following Schedules attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement:

Schedule “A” Definitions

Schedule “B” Software

Schedule “C” Implementation
Exhibit C1 Implementation Project Plan

Schedule “D” Hosting Services

Schedule “E” Maintenance and Support
Exhibit E1 Support Representatives

Schedule “F” Service Levels
Exhibit F1 Service Levels Tables

Schedule “G” Specifications

Schedule “H” Service Locations

Schedule “I” Testing and Acceptance

Schedule “J” Business Continuity and Disaster Recovery

Schedule “K” Reporting Requirements
Exhibit K1 Reports

Schedule “L” Key Personnel and Subcontractors

Schedule “M” Fees
Exhibit M1 Rate Card

Schedule “N” Privacy Protection Schedule

Schedule “O” Cloud Security Schedule

1.6 Conflict of Provisions

If there is a conflict or inconsistency between a provision in a Schedule to this Agreement (other than Schedule “A”) and any other provision in the body of this Agreement, the conflict or inconsistency will be resolved by reference to the provision in the body of this Agreement unless the Schedule states that it operates despite a conflicting provision in the body of this Agreement. Notwithstanding the foregoing and despite any other provision of this Agreement, if there is a conflict or inconsistency between a term of this Agreement and a term in Schedule “N” (Privacy Protection Schedule) or “O” (Security Schedule), the conflict or inconsistency will be resolved by

reference to the provision in Schedule "N" (Privacy Protection Schedule) or "O" (Security Schedule) in that order or priority.

ARTICLE 2
TERM

2.1 Initial Term

Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement will commence on the Effective Date and will continue for seven years (the "**Initial Term**"), unless sooner terminated or extended pursuant to the provisions of this Agreement.

2.2 Extension Term

The Province may extend this Agreement on the terms and conditions then in effect, except this provision as to extension, for up to three additional one-year periods (each, an "**Extension Term**") by giving the Contractor written notice of any such extension no later than 60 days prior to the end of the Initial Term or any Extension Term, as the case may be.

ARTICLE 3
SERVICES AND SOFTWARE

3.1 Services

The Contractor shall perform the following services (collectively, the "**Services**"):

(a) the Implementation;

(b) the Hosting Services;

(c) Maintenance and Support;

(d) the provision of all Deliverables;

(e) all other services and obligations of the Contractor set out in this Agreement (including the Termination Services and any Professional Services); and

(f) all services, functions and responsibilities that are inherent, necessary or customarily provided as part of the services set out in sections 3.1(a), 3.1(b), 3.1(c), 3.1(d), and 3.1(e) or that are reasonably required for the proper performance of such services (as these services may be modified during the Term in accordance with this Agreement), whether or not such services, functions or responsibilities are expressly described in this Agreement.

3.2 Software

(a) The Contractor hereby grants to the Province on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable (except as set out in section 13.1) license to:

(i) allow Users to access the Software through the Hosting Services and to use the Software; and

(ii) use the Documentation.

(b) The Contractor shall design and schedule its planned succession of new releases of the Software so as to retain its competitive status in the market place, and to ensure that the Software will function in accordance with its Specifications and with the currently supported releases of the operating system and the software with which it interacts and the successor products of each of them. All enhancement releases, including such things as additional functionality, productivity improvements, and technical improvements, will be made available to the Province at no additional license or subscription fee. The Contractor products will not be renamed, nor will derivative products be created, so as to avoid the good faith obligation of the Contractor to provide a succession of releases and enhancements of the Contractor products as contemplated herein. If the Contractor develops or acquires a new product that serves as a replacement product for all or part of the Software or that performs the same or similar functionality, or ports all or any part of the Software to an alternative software and/or hardware platform, the Contractor shall be obligated to make such new product available to the Province at no additional license or subscription fee and, if approved by the Province for implementation, such new product shall be deemed to be part of the Software provided to the Province pursuant to this Agreement. Any breach of this section 3.2(b) will constitute a Contractor Event of Default for the purposes of section 17.2.

(c) All error corrections, software updates and upgrades of the Software (and any third party software or components used by the Contractor in providing the services of the Software) will be made available by the Contractor to the Province at no additional license or subscription fee.

(d) The Province shall not:

(i) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make access to the Software available to any third party, except as expressly permitted under this Agreement; or

(iii) use the Software in any manner or for any purpose that is unlawful under applicable law.

3.3 Additional Professional Services

The Province may, using the Change Order Process, make a Change request that the Contractor provide additional non-recurring professional services (e.g., development, custom programming, training, consulting project) that are not a part of the Implementation or day-to-day Services (such as the Hosting Services and Maintenance and Support) provided pursuant to this Agreement ("**Professional Services**"). Any such Professional Services will be documented in a Change Order in accordance with the Change Order Process.

3.4 Province Responsibilities – Project-Related Services

(a) If the Contractor believes the Province is not providing or carrying out the required Province Responsibilities, the Contractor shall promptly, and in any event within 10 Business Days of becoming aware of the alleged deficiency, notify the Province in writing

of such deficiency. Each such notice will specify, in reasonable detail, the Province Responsibilities which have not been met, what is required of the Province, the employees of the Province to whom such requirement relates, the date by which such requirement must be fulfilled, and the effect or result upon the Project-Related Services if such requirement is not fulfilled.

(b) Failure to provide notice in accordance with section 3.4(a) shall preclude the Contractor from raising such deficiency subsequently as an excuse for the Contractor's delayed performance.

(c) If any obligation of the Contractor is delayed more than 20 Business Days pursuant to section 3.4(a) due to a failure of the Province to complete any Province Responsibilities, the Contractor may deliver to the Province a Change Order setting forth:

(i) any proposed extensions to the Milestone Deadlines set out in the applicable Project Plan that the Contractor reasonably requires solely and directly as a result of such failure of the Province; provided, however, that, notwithstanding such failure of the Province, the Contractor will use commercially reasonable efforts to perform all Project-Related Services in accordance with the applicable Project Plan without extension of any of the Milestone Deadlines set out therein; and

(ii) any proposed increases in Fees that are solely and directly attributable to such failure of the Province.

(d) Following receipt of such Change Order, the Parties will negotiate the Change Order in accordance with the Change Order Process.

(e) The remedies set out in this section 3.4 are the Contractor's sole remedies in the event of a failure on the part of the Province to complete any one or more Province Responsibilities.

3.5 Suspension of Project-Related Services

(a) Upon ten Business Days prior written notice to the Contractor, the Province may, for operational, planning, implementation, or similar considerations of the Province in its discretion (other than for Contractor Event of Default), require the Contractor to suspend its performance of all or any portion of any Project-Related Services that then remain unperformed. The Province will include in the notice an estimate of the number of days' suspension it requires and will keep the Contractor up to date regarding any changes to such estimate.

(b) Upon receipt of the notice referred to in section 3.5, the Contractor will suspend its performance of the applicable Project-Related Services, commencing on the date for suspension specified in such notice, and will minimize all costs incurred by the Contractor as a result of such suspension.

(c) Within 10 Business Days following receipt of a suspension notice, the Contractor may deliver to the Province a Change Order setting forth: (i) any proposed extensions to the Milestone Deadlines set out in the applicable Project Plan that the Contractor reasonably requires solely and directly as a result of the suspension requested by the Province; provided, however, that, notwithstanding the suspension requested by the Province, the Contractor will use commercially reasonable efforts to perform all Project-Related

Services in accordance with the applicable Project Plan without extension of any of the Milestone Deadlines set out therein; and (ii) any proposed increases in Fees that are solely and directly attributable to the suspension requested by the Province. Following receipt of such Change Order, the Parties will negotiate the Change Order in accordance with the Change Order Process. If the Contractor fails to deliver a Change Order within this 10 Business Day period, then no Changes will be made as a result of such suspension.

(d) Upon the earlier of: (i) the expiration of the period of time during which the Province has required the Contractor to suspend performance; and (ii) the receipt by the Contractor of notice from the Province terminating the suspension requirement, the Contractor will take steps to resume the provision of the suspended Project-Related Services, and will resume the provision of the suspended Project-Related Services as soon as reasonably possible.

(e) The remedy set out in this section 3.4 is the Contractor's sole remedy in the event of a requirement by the Province that the Contractor suspend its performance of all or any portion of any Project-Related Services under this section.

3.6 Remedies for Failure to Meet Milestone Deadlines

(a) The Contractor will notify the Province in writing immediately if it becomes aware that it will or that it is likely to fail to meet a Milestone Deadline. The notice provided by the Contractor will include the reasons for the Contractor's failure, the potential effect of the failure on the ability of the Contractor to perform the Project-Related Services in accordance with the Project Plan, the steps that the Contractor proposes to take in order to remedy the failure and mitigate the effect of the failure, and the anticipated date by which the Contractor will complete the Milestone and any other affected Milestone.

(b) If the Contractor fails to complete any Milestone on or prior to the applicable Milestone Deadline, then, without the requirement for the Province to resort to the dispute resolution process set out in section 19.2 and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Province will be entitled to any one or more of the following remedies:

(i) the failure will constitute a Contractor Event of Default for the purposes of section 17.2;

(ii) the Province will be entitled to immediately escalate the failure to the parties' Executive Sponsors for a meeting pursuant to section 4.8 of the main body of this Agreement;

(iii) the Province may extend the applicable performance dates to such later dates as the Province may select by giving to the Contractor written notice thereof, which extended dates may be further extended at the Province's discretion, in which case the Contractor will complete the Project-Related Services in accordance with the terms of the Project Plan, applied *mutatis mutandis*, with such extended dates, provided that the extended dates shall not constitute a waiver of the Event of Default or the requirement on the Contractor to have meet any Milestone Deadline;

(iv) if the Project-Related Services are substantially complete and it is reasonably practicable to do so, the Province may give written notice to the Contractor to commence use of the Software and all available Services (the "**Partial Commencement**"), and the Contractor will complete the outstanding obligations under the Project Plan in accordance with its terms, applied *mutatis mutandis*, and as soon as reasonably practicable, provided that there will be no Partial Commencement unless the parties first agree upon the reduced Fees to be paid by the Province to the Contractor with respect to such Partial Commencement;

(v) the Province may require the Contractor to take remedial action, within five days of delivery of the notice from the Province, until such time as the delay is remedied, in the form of providing and using additional personnel as required over and above the existing complement dedicated to work on the Project-Related Services, to participate in the performance of the Contractor's obligations in accordance with the Project Plan, and the Contractor shall be responsible for all costs associated with such additional members of its personnel, including all wages, time and materials cost including travel costs and expenses;

(vi) the Contractor will reimburse the Province for all incremental internal and external costs and expenses incurred by the Province that arise out of the Contractor's failure to complete such Milestone on or prior to the applicable Milestone Deadline, including the Province's cost of performing any testing pursuant to Schedule “I” following such failure;

(vii) if the Contractor has not completed the Milestone within 60 days of the applicable Milestone Deadline, then the Contractor's Fees for the Project-Related Services attributable to that Milestone will be reduced by 10% and credited to the Province and/or refunded to the Province if already paid by the Province to the Contractor, including as contemplated under section 6 of the *Transportation Act*, for each calendar month or partial month following the Milestone Deadline that the Contractor failed to complete the Milestone; and

(viii) if the Contractor has not completed the Milestone within 90 days of the applicable Milestone Deadline, then, the Province may, in its discretion and in addition to all other remedies available to it, elect to terminate this Agreement for cause forthwith upon notice to the Contractor without any cost, penalty, liability or termination fee whatsoever to the Province, other than payment of any amounts owing (if any) pursuant to section 17.9.

3.7 Service Locations

The Contractor will provide the Services only from the Service Locations specified in Schedule “H” or a Change Order. The Contractor will not change the location of any Service Location, or the Services performed at a Service Location or add a Service Location, without requesting a Change in accordance with the Change Order Process and obtaining the Province’s prior written consent under a Change Order. In addition to the Contractor’s obligations under the Change Order Process, the Contractor will provide the Province with at least 120 days advance written notice if it wants to move, add or change any Service Location or the Services delivered from a Service Location. For greater certainty, nothing contained in this section will relieve the Contractor of its obligations in respect of maintaining Province Data and Materials and personal information in Canada as provided in and subject to section 11.5(a) and the Privacy Protection

Schedule. Any breach of this section 3.7 will constitute a Contractor Event of Default for the purposes of section 17.2.

3.8 Co-operation with Other Service Providers

The Contractor acknowledges that the Province has entered into agreements, directly or indirectly, and may in its discretion enter into additional agreements, directly or indirectly, with service providers other than the Contractor (each, an "**Other Service Provider**") for the supply of products or services that are related to the Services or the provision of services by the Province. The Contractor acknowledges and agrees that the performance by the Other Service Providers of their obligations may require the cooperation and assistance of the Contractor and the Subcontractors. At the Province's request, the Contractor will cooperate with and assist, and will cause each Subcontractor to cooperate with and assist, the Other Service Providers in order to coordinate the performance by each Other Service Provider of its obligations with the performance of the obligations of the Contractor and the Subcontractors. The Province shall be entitled to disclose information about the Contractor, including the Contractor's Confidential Information, to Other Service Providers to enable the cooperation and assistance described herein, provided that, the Other Service Provider is bound by reasonable confidentiality obligations to the Province.

3.9 Business Continuity Planning and Disaster Recovery

The Contractor will comply with the obligations and requirements with respect to business continuity planning, testing and service recovery set out in Schedule "J".

3.10 Technology to Comply with Standards

In performing the Services and providing the Deliverables, the Contractor must ensure that technologies used for this Agreement comply with the Province's technology architecture standards for application development and technology platform referenced in the Specifications.

3.11 Software Documentation

The Contractor will provide documentation that it typically provides with the Software, including, user guides, administrator guides, technical guides, help documentation, end-user documentation, training materials, API documentation, system documentation, data model documentation, release documentation, release notes, and reference documents ("**Documentation**"). The Province may make copies of, modify, and distribute the Documentation as necessary for the purposes of the Province's and Users' use of the Software.

3.12 Source Code and Data Escrow

(a) The Province shall have the right to require the Contractor to enter into one or more agreement(s) (each, an "**Escrow Agreement**") with a third party escrow agent ("**Escrow Agent**") pursuant to which the Escrow Agent named therein shall receive from the Contractor, hold, and release to the Province upon the occurrence of one or more conditions (each such condition a "**Release Condition**") the following: (i) the object code and source code to the Software (including programmer's comments and detailed instructions for loading and using the object code and source code, identification of the programming language(s) and versions thereof, and password/encryption details and keys to access the Software) ("**Software Escrow Materials**"); (ii) a back-up copy of the Province Data and Materials ("**Data Escrow Materials**", and together with the Software

Escrow Materials, the "**Escrow Materials**"). The Escrow Agent shall be any reputable commercial provider of software escrow services selected by the Province. The Province shall pay all fees charged by the Escrow Agent associated with the escrow.

(b) The Release Conditions applicable to the Escrow Materials are:

(i) an Insolvency Event;

(ii) material failure or repeated failures of the Contractor to provide Hosting Services or Maintenance and Support for the Software in accordance with the terms of this Agreement, and such failure is not remedied within 30 days' after receipt from the Province of written notice specifying the failure in reasonable detail;

(iii) the Contractor has ceased to provide Hosting Services or Maintenance and Support for the Software at a level commensurate with normal software industry practice for a software service of like complexity and character being actively maintained or supported at a high level by vendors of such software service; or

(iv) the Contractor defaults in payment of its hosting provider's fees for the provision of infrastructure services relating to the Hosting Services.

(c) The Contractor shall be responsible for depositing the Escrow Materials with the Escrow Agent in such a format or method as required by the Escrow Agent, and including other information or documentation as required or requested by the Escrow Agent. The Contractor shall regularly update the Escrow Materials deposited with the Escrow Agent as follows: (i) the Software Escrow Materials, promptly with each material update, upgrade or error correction, but at the latest every [SIX] months during the Term, and (ii) the Data Escrow Materials, [daily].

(d) Each Escrow Agreement shall provide for the following:

(i) prompt written notification from the Escrow Agent to the Province of each receipt by the Escrow Agent of Escrow Materials deposited by or for the Contractor;

(ii) the Province will be entitled to verify the Escrow Materials (including that the source code for the Software can be compiled into object code and executed);

(iii) release by the Escrow Agent to the Province of the Escrow Materials within [10] Business Days after the Escrow Agent receives from the Province a signed written release request that includes a statement that a Release Condition for release of the requested Escrow Materials has been satisfied and identification of the applicable Release Condition that has been satisfied;

(iv) written notification by the Escrow Agent to the Contractor of each receipt of a release request from the Province within [5] Business Days after receipt of the release request by the Escrow Agent; and

(v) that when the Escrow Agent receives from the Province a release request containing the required information, the Escrow Agent will release to the Province the Escrow Materials requested by the Province, without the consent of the Contractor and even if the Contractor disputes the release.

(e) The Province shall request release of Escrow Materials from the Escrow Agent only based on a belief that a Release Condition has been satisfied. In the event that the Province obtains a release of Escrow Materials from the Escrow Agent, and it is found that the Province was actually not entitled to the Escrow Materials because in fact no applicable Release Condition had been satisfied, the Province will return the Software Escrow Materials to the Contractor along with all changes, enhancements, modifications and derivative works made by or for the Province to the Software Escrow Materials, and the Contractor shall own all such changes, enhancements, modifications and derivative works.

(f) After a release by the Escrow Agent of Escrow Materials to the Province, when the applicable Release Condition no longer exists the Province shall return the Software Escrow Materials, at the Province's option, to either the Contractor or the Escrow Agent, unless at that time there is a new Release Condition that has been satisfied justifying continued retention of the Software Escrow Materials by the Province until the new Release Condition has been removed (the period of time from a release of Software Escrow Materials to the Province until return of those Software Escrow Materials by the Province being referred to herein as the "Release Period" for those Software Escrow Materials). The Province shall maintain Software Escrow Materials released to it in confidence, provided that the Province, or one or more contractors engaged by the Province and under appropriate obligations of confidentiality to the Province, may use, copy, support, maintain, and modify the Software Escrow Materials during the Release Period, but only for the purpose of providing the Province with the continued benefits of the use of the Software. At the end of the Release Period, the Province shall turn over to the Contractor and not retain copies of the Software Escrow Materials and all changes, enhancements, modifications and derivative works made by or for the Province during the Release Period and the Contractor shall become the owner of such changes, enhancements, modifications and derivative works, provided that the Province may continue to access and use such changes, enhancements, modifications and derivative works consistent with the Province's license rights to the Software under this Agreement; provided, however, that in the event that the Release Period lasts for longer than two years, then the Contractor shall have no ownership or other rights in and no right to receive the source code to any such changes, enhancements, modifications and derivative works, unless specifically granted to the Contractor at that time by the Province.

3.13 Software-as-a-Service Continuity Protection

Subject to payment by the Province of the service provider's set-up and recurring enrollment fees, the Province shall have the right to require that the Contractor will enter into and maintain a software-as-a-service continuity protection service, which, if required by the Province, may be coupled with an object code and source code escrow of the Software and Province Data and Materials escrow as set out in section 3.12, with a third party escrow and continuity service provider acceptable to the Province, to enable the Province to continue accessing and using the Hosting Services, Software, and Province Data and Materials for the period of time required by the Province should a Release Condition occur.

ARTICLE 4
PERSONNEL; ENGAGEMENT MANAGEMENT

4.1 Contractor Project Manager

The Contractor agrees to appoint the person specified in Schedule "L" as the Contractor Project Manager. The Contractor Project Manager will be the Contractor's principal representative in connection with this Agreement, and will be responsible for coordinating, overseeing and ensuring the timely performance by the Contract of its obligations under this Agreement. The Contractor Project Manager will have the authority to make decisions for and bind the Contractor in relation to this Agreement. The Contractor Project Manager will report directly to the Province Contract Manager.

4.2 Key Personnel

(a) The Contractor will ensure that each Contractor Personnel identified in Schedule "L" as Key Personnel is available to perform his or her responsibilities during the period and to the extent dedicated (percentage allocation) set out in Schedule "L", or subject in each case to the Province's prior written approval, replacement Key Personnel having equivalent or better qualifications, expertise and experience.

(b) The Contractor will not change or reduce the extent dedicated (percentage allocation) of any Key Personnel without the Province's prior written consent, unless the person then designated as the Key Personnel becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contractor basis).

(c) The Contractor will ensure that all transitioning activities to the new Key Personnel are performed so that there is a seamless integration and continuation of services during the transition at no cost to the Province.

4.3 Familiarization

The Contractor will be responsible, at its expense, to ensure that each Contractor Personnel is, to the extent necessary for the performance of the work to which he or she is assigned, familiar with the requirements of this Agreement. The Contractor will not charge the Province for any additional fees or other additional amounts for work done by any Contractor Personnel specifically to familiarize himself or herself with the requirements of this Agreement.

4.4 Removal

If the Province, in its discretion, decides that such a request would be in the interest of the Province's receipt of Services, the Province may, from time to time, request that the Contractor remove any Contractor Personnel from the Services. Upon receiving such a request, the Contractor will immediately remove such Contractor Personnel, use its best efforts to provide a temporary replacement therefor within ten (10) Business Days from receipt of the request, and use its best efforts to permanently replace such Contractor Personnel within (20) Business Days from receipt of the request, and the Contractor will submit to the Province, for written approval by the Province, the proposed replacement person.

4.5 Contractor Responsibility

The Contractor will be responsible for the management and supervision of, and for the acts, omissions and performance of, and claims and losses caused by, Contractor Personnel. The Contractor will ensure that Contractor Personnel:

(a) possess a degree of skill and experience appropriate to the tasks to which they are assigned,

(b) at the Contractor's expense, receive appropriate training (including quality training courses, refresher courses and retraining programs) for the performance of the Services and compliance with the confidentiality provisions and privacy obligations set forth in Article 11 and in the Privacy Protection Schedule,

(c) perform the Services in accordance with the Contractor's obligations and to the standards set out in this Agreement, and

(d) strictly comply with the privacy, security and confidentiality provisions set forth in Article 11 and in the Privacy Protection Schedule and Security Schedule.

4.6 Province Contract Manager

The Province, by written notice to the Contractor, will appoint a person as the Province Contract Manager in connection with this Agreement. The Province Contract Manager will be the Province's principal representative in connection with this Agreement. The Province will provide the Contractor with written notice of any replacement of the Province Contract Manager.

4.7 Province Personnel Issues

If the Contractor is experiencing problems with any Province Personnel, then the Contractor may review those problems with the Province Contract Manager.

4.8 Executive Meetings

Each party will appoint an executive sponsor ("**Executive Sponsor**") who will be a senior executive of the party in connection with this Agreement. Each party will specify its respective Executive Sponsor by written notice to the other party. Each party will provide the other party with written notice of any replacement of its respective Executive Sponsor. At least once annually, and more frequently as required by the Province (which may be as frequent as weekly), the Contractor and the Province will hold a meeting of the Executive Sponsor of each party, the Contractor Project Manager, the Province Contract Manager, and any other representatives of the Province or Contractor Personnel as the Province requires. Meetings will be in person at the Province's premises, with any associated travel costs for Contractor Personnel being at Contractor's expense, or by telephone conference call or videoconference. At the meetings, the parties will:

(a) evaluate, review and discuss issues related to Contractor's performance of the Services and the parties' respective obligations under this Agreement, as the attendees deem appropriate;

(b) evaluate, review, discuss issues related to the overall relationship of the parties, as the attendees see appropriate;

(c) align and provide support on risk management actions;

(d) provide direction and support to the Contractor Project Manager and Province Contract Manager;

(e) address regulatory, risk and audit requirement issues;

(f) provide operational and strategic planning for the ongoing relationship; and

(g) address any other issues raised by the Province in its discretion.

ARTICLE 5
CHANGE ORDER PROCESS

5.1 Change Order Process

A Change will be approved in accordance with the process described as follows (the "**Change Order Process**"):

(a) the Province may propose a Change by delivering to the Contractor a written request specifying the requested Change;

(b) upon receipt of a written request pursuant to section 5.1(a), the Contractor will, within ten (10) Business Days (or such other period as is reasonable in the circumstances), submit to the Province Contract Manager for review a written response to complete the Change Order;

(c) the response referred to in section 5.1(b) will be limited to those adjustments that the Contractor will reasonably require to implement the requested Change, will be in a format approved by the Province, and will contain:

(i) a unique identifier;

(ii) date of submission;

(iii) initiator (referencing change request, if applicable);

(iv) proposed change priority;

(v) a detailed description of the proposed Change, including, as necessary:

(A) any changes to the scope of or additions to the Services, Specifications, and Deliverables,

(B) the change, if any, to the applicable timelines and delivery dates for any Services and Deliverables,

(C) impacts of the proposed Change on the Province (including impacts on business areas, Users, Services and Province Systems and systems of Other Service Providers),

(D) a description of identified risks during implementation of the proposed Change, if any, including as appropriate, counter-measures and back-out strategy in case of failed change implementation,

(E) proposed timeline for implementation,

(F) estimate of resources required for implementation,

(G) the Fees for the Change or the change to the Fees, if any, as a result of the proposed Change, along with any supporting information that the Province may request to substantiate the proposed Change, and

(H) any other information relevant related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(d) following receipt of a Change request from the Province and the Contractor's delivery of the Change response to the Province, the parties will negotiate the terms and conditions pursuant to which the Change will be implemented. The Contractor acknowledges that the Province will be highly dependent on the Contractor for the provision of the Software, Services, and Deliverables, and the Contractor agrees that it will not be entitled to reject any Change request received from the Province unless it is not technically possible to carry out the proposed Change;

(e) the Contractor may propose a Change by delivering a written request meeting the requirements of section 5.1(c) to the Province Contract Manager, and the Province will evaluate and respond to the Contractor with respect to the proposed Change Order on or before the tenth (10^{th}) Business Day after its receipt of the written request (or such other period as is reasonable in the circumstances);

(f) the Province may reject any Change request initiated by the Contractor or any Change response delivered by the Contractor, regardless of which party initiated the applicable Change request; and

(g) upon the execution by the parties of a Change Order: (i) the Contractor will implement the Change described in the Change Order in accordance with its terms; and (ii) the Change will be deemed part of the applicable Services or Deliverables, or other applicable obligations of the Contractor pursuant to the Contract, but will not amend the terms and conditions of the Contract which can only be amended by way of a formal amendment to the Contract that identifies the specific amendments to be made and that is entered into by the parties pursuant to section 22.3.

5.2 Records of Changes

The Contractor will maintain an accurate and complete record of all Change Orders (and all other documentation relating thereto) in a "Change Control Log", and will provide copies thereof to the Province upon request.

5.3 Change Order Dispute

Any disagreement between the parties with respect to the impact of a proposed Change that is not resolved through the Contractor Project Manager and the Province Contract Manager will be resolved in accordance with the dispute resolution process set out in section 19.2.

5.4 Changes Required to Comply with Applicable Law

For any Change required to comply with applicable law, other than an applicable law that affects the Province and that does not also apply to the Contractor in the general conduct of the Contractor's business (including as a provider of the Services contemplated under this Agreement), the Contractor will make such Change at no charge to the Province.

5.5 Change Freezes

Notwithstanding anything in this Agreement (including any approval granted by the Province to the implementation of a Change), the Province may, at any time, in its discretion, provide notice to the Contractor requiring the Contractor to cease to make any Changes and the Contractor will immediately comply with the instructions set out in such notice.

5.6 Operational or Ordinary Course Changes

Notwithstanding any other provision of this Article 5, the parties acknowledge and agree that the operations and activities of the Province that are the subject of the delivery of Services and use of the Software under this Agreement are subject to constant changes in the ordinary course of such operation and activities, which changes do not have an incremental material cost impact on the Contractor or for which the Contractor is already compensated by Fees payable under this Agreement (each, an "**Ordinary Course Change**"). Ordinary Course Changes will not be implemented through Change requests, Change Orders or any other formal amendment to this Agreement. The Province may require the Contractor to implement any Ordinary Course Change upon written notice to the Contractor and no additional Fees will be payable by the Province in connection therewith. For greater certainty, this Agreement will not be amended through any the Province's Ordinary Course Changes.

ARTICLE 6
PERFORMANCE STANDARDS; TESTING AND ACCEPTANCE;

6.1 General

In performing the Contractor's obligations under this Agreement, the Contractor must:

(a) provide access to and use of the Software and perform the Services in compliance with all the terms and conditions of this Agreement;

(b) perform the Services to meet the applicable Milestone dates and due dates and where no such dates or timelines are specified, within a reasonable time;

(c) perform the Services in compliance with all applicable Province Policies which have been provided or otherwise communicated by the Province to the Contractor from time to time. Where applicable, any changes or additions to the Province Policies will be subject to the Change Order Process;

(d) comply with any written directives or instructions as to the performance of any Services given by the Province from time to time ("**Directives**"). The Province will provide the Contractor with a reasonable period of time to comply with Directives, having regard to all of the surrounding circumstances and the nature of the Directives, it being acknowledged by the parties that the nature of some Directives may necessitate immediate compliance, in which case, the Contractor will use reasonable efforts to

comply with the Directives as promptly as practicable. Where applicable, any Directives are subject to the Change Order Process; and

(e) comply with all applicable law (including in its dealings with the Province and ensuring that all Services comply with applicable law), and refrain from engaging in any unfair or deceptive trade practice or unethical business practice whatsoever.

6.2 Testing and Acceptance

The procedures, terms and conditions set out in Schedule "I" will apply to the delivery, testing and Acceptance of any Test Component.

6.3 Specifications

The Contractor will, at all times, provide the Software, Deliverables and Services in accordance with all applicable Specifications.

6.4 Service Levels

The Contractor will meet or exceed the Service Levels set out in Schedule "F".

ARTICLE 7
FEES AND PAYMENT

7.1 Fees

The Province will pay to the Contractor the Fees in accordance with Schedule "M".

7.2 Payment on Acceptance or Confirmation of Milestones

Notwithstanding any other provision of this Agreement, the Province will not be obligated to pay any Fees applicable to any Milestone for which Fees are payable upon the Milestone's achievement, until it has been confirmed by the Province Contract Manager that the Milestone has occurred and/or has been achieved (including any required Acceptance).

7.3 Holdback for Project-Related Services

Notwithstanding any other provision of this Agreement, for Project-Related Services the Province reserves the right at any time to holdback up to 10% of the Fees for each invoice for the applicable Project-Related Services. Any such holdback will be paid by the Province to the Contractor when it has been confirmed by the Province Contract Manager that all stages of the Project-Related Services to which the holdback relates are finally complete (including any required Acceptance) or, in the event of a Contractor Event of Default, the holdback will be handled in accordance with section 17.2.

7.4 Invoices

In order to obtain payment of any Fees, the Contractor must submit to the Province a written invoice in a format provided by the Province and including the content as described in Schedule "M".

7.5 Payments Due

Following receipt by the Province of an invoice delivered by the Contractor in accordance with section 7.4, subject to section 7.7 the Province will pay to the Contractor the Fees within sixty (60) days after the receipt of such invoice.

7.6 Procedure for Obtaining Refund or Credit

If the Province is entitled to a refund or credit (including Service Level Credits) pursuant to any provision of this Agreement, the Contractor will credit the amount against the immediately following invoice provided under this Agreement and will deliver to the Province a credit note that indicates the credit, its amount and the provision of this Agreement pursuant to which the credit entitlement arose. If the refund or credit is larger than the amount of the invoice, the remaining amount of the refund or credit due will be credited against successive future invoices; provided, however, that if any portion of the refund or credit owed has not been paid to the Province upon the termination or expiration of this Agreement, the Contractor will pay the outstanding refund or credit amounts to the Province by way of cheque within 30 days of the effective date of the termination or expiration. This section 7.6 will not apply to any holdback, retention, or keeping of Fees by the Province in the event of a Contractor Event of Default as set out in section 17.2.

7.7 Disputed Fees

The Province may withhold payment of any portion of any amounts due to the Contractor under this Agreement if the Province is disputing the applicable charges and is diligently attempting to resolve the dispute. Payment by the Province of an amount invoiced will not affect the Province's right to later dispute any invoiced charges.

7.8 Taxes

The Contractor will be responsible for all taxes and amounts exigible on, imposed, in respect of or relating to the Fees earned by the Contractor under this Agreement, including taxes based on its own capital or net income, employment taxes in respect of its own employees, and taxes on any property owned by the Contractor, and will be responsible for arrangements to pay all taxes in a timely manner when due and payable. The Province will be responsible for Canadian provincial and federal sales taxes applicable to the Fees. The Province may deduct or withhold from any payments to the Contractor any amount required to be withheld or deducted in accordance with applicable law, including where the Contractor is not a resident in Canada, in which case the Province may be required by applicable law to withhold income tax from the Fees and then to remit that tax to the Receiver General of Canada on the Contractor's behalf. The Contractor will be solely responsible for claiming any applicable tax credits related to deductions or withholdings.

7.9 Fiscal Year-End Estimate

Upon the Province's request, the Contractor will provide an estimate of the Fees and expenses, if any, to be invoiced to the Province for the last billing period of each fiscal year of the Province during the Term.

7.10 Rate Card for Project-Related Services

Exhibit M1 to Schedule "M" sets out the Contractor's rates for the provision of any Professional Services or other Services procured on a time and materials basis under this Agreement in

accordance with the Change Order Process. Such rates will apply to the provision of Professional Services or other Services under a Change Order unless otherwise agreed by the Province in the Change Order.

7.11 Interest on Overdue Payments

Interest on any overdue payments will be payable in accordance with the *Interest on Overdue Accounts Payable Regulation*, B.C. Reg. 215/83, as amended.

7.12 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, not having controlled or limited expenditure under any appropriation referred to in section 7.12(a).

7.13 Withholding of Amounts

Without limiting section 15.1, 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 or Software. An amount withheld under this section 7.13 that is necessary to so indemnify the Province and its employees and agents may be kept by the Province, and any amount in excess of that amount shall 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.

7.14 Non-Resident Income Tax

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 and then remit that tax to the Receiver General of Canada on the Contractor's behalf.

7.15 Refunds of Taxes

The Contractor will:

(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 section 7.15(a), remit that amount to the Province.

7.16 Contractor Responsibilities for Cost of Performance of Obligations

(a) Except as expressly provided in this Agreement, there will be no other fees or other amounts payable by the Province to the Contractor in respect of the Software or Services.

(b) The Contractor will be solely responsible for the costs of fulfilling all of the Contractor's obligations under this Agreement, including the costs of labour, travel, materials, facilities, equipment, tools, software, and resources.

ARTICLE 8
RECORDS, REPORTING AND AUDITS

8.1 Records and Books of Account

The Contractor will establish and maintain books of account, including supporting documentation relating to the Services and Deliverables, in form and content satisfactory to the Province.

8.2 Inspection

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 books of account and supporting documentation referred to in section 8.1 and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8.3 Audit

The Province may appoint an internal or external auditor having qualifications suitable to the subject matter to be audited to conduct an audit of any matter relating to this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with applicable law, the Province Policies and privacy and security processes,

(ii) the Contractor's general controls, practices and procedures in connection with the Services, and

(iii) the completeness and accuracy of reports, data and any other documentation or material provided by the Contractor to the Province;

(b) the time records, books of account and supporting documentation referred to in section 8.1; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other applicable law regarding any aspect of this Agreement.

8.4 Costs

Subject to section 8.7, each party will bear its own costs in connection with an audit or inspection under this Article 8, including in the case of the Contractor the cost of the time and efforts of the

Contractor and Contractor Personnel to comply with any requests or requirements of the auditor or inspector.

8.5 Conduct of Parties

In connection with any audit or inspection conducted under this Article 8:

(a) the Province will cause all such audits and inspections to be performed during the Contractor's normal business hours, and unless the Province believes the Contractor to be in breach of this Agreement, upon reasonable prior written notice to the Contractor;

(b) the Province will, and will require its auditors and inspectors to:

(i) use reasonable efforts not to hinder or interfere with the performance of the Services by the Contractor, and

(ii) comply with security and other similar policies of the Contractor, including signing a non-disclosure agreement if requested by the Contractor and if the signing of such non-disclosure agreement is not incompatible with, or in contravention of, any statutory professional or other obligations or standards by which such auditors and inspectors may be bound, while at the Contractor's premises, provided that the Province has been provided with reasonable prior written notice of such policies and that such policies do not unduly hinder or interfere with the conduct of the audit or inspection;

(c) the Contractor will, and will cause Contractor Personnel to:

(i) cooperate with the Province's auditors and inspectors, and

(ii) make available, upon request by the Province or its auditors or inspectors, on a timely basis, any records, books of account and supporting documentation relevant to the audit or investigation.

8.6 Deficiencies

If an audit or inspection under this Article 8 reveals a material deficiency, as determined by the Province in its discretion, without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Contractor will, at the Contractor's expense, remedy such deficiency in a manner and within a time period satisfactory to the Province.

8.7 Reporting Requirements

In addition to the Contractor's other reporting obligations in this Agreement, the Contractor will comply with the reporting requirements set out in Schedule "K".

ARTICLE 9
REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Contractor Representations and Warranties

The Contractor represents and warrants to and covenants with the Province that:

(a) it is incorporated under the laws of [NAME JURISDICTION] and is and throughout the Term will remain a corporation duly organized and validly existing;

(b) it is in good standing according to the laws of British Columbia;

(c) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(d) this Agreement has been duly authorized by all necessary corporate action of the Contractor and this Agreement constitutes a valid, subsisting and legally binding agreement that is enforceable against the Contractor in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to the fact that specific performance and injunction are equitable remedies available only in the discretion of the court;

(e) with the exception of any information provided by the Province and which is incorporated into the Contractor's documents, all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement, including the Contractor's response to the BVNRFP are true and correct to the best of the Contractor's knowledge;

(f) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its ability to fulfill its obligations under this Agreement;

(g) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of or a default by it under:

  (i) any statute, bylaw or regulation of British Columbia or Canada applicable to or binding upon it,

  (ii) its constating documents, or

  (iii) any contract or agreement to which it is a party;

(h) it is not a party to and has no knowledge of any legal claims against it that would materially affect its undertaking or financial condition;

(i) it has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada and has complied with all workers compensation legislation and other similar legislation to which it may be subject and has paid all taxes, fees and assessments calculated to be due by it under those laws as of the date of this Agreement;

(j) it is not in breach of any statute, regulation or bylaw applicable to it or its operations;

(k) it will comply with all applicable municipal, provincial and federal laws in the performance of its obligations under this Agreement;

(l) it holds and will maintain throughout the Term all permits, licenses, consents and authorizations issued by any federal, provincial, or municipal government, or an agency of any of them, that are necessary in connection with its operations and the performance of its obligations under this Agreement;

(m) it has no knowledge of any untrue or incorrect representation or assurance, whether verbal or written, given by it or its directors or officers to the Province in connection with this Agreement;

(n) it possesses, and Contractor Personnel possess, the necessary skills, expertise and experience to carry out and complete the Services and Deliverables in accordance with the terms of this Agreement;

(o) it has and will maintain throughout the Term sufficient trained staff, facilities, materials, appropriate equipment and approved subcontracting agreements, if any, in place and available to enable it to fully perform its obligations under this Agreement;

(p) it will perform the Services in a good and proficient manner to the same standards of professional skill and competence applicable to top tier providers of services, on a commercial basis, of the same type as the Services;

(q) the Software will be free of Disabling Code that could cause the software to cease operating properly;

(r) the Software will be virus checked against the inclusion of Disabling Code using the latest version of a virus checker;

(s) the Contractor will not transmit Disabling Code to the Province through the Hosting Services, provided it is not a breach of this section if the Province or a User uploads a file containing Disabling Code into the Hosting Services and later downloads that file containing Disabling Code;

(t) the Software, Deliverables and Services, or any part of them, will not infringe on the Intellectual Property Rights of any person;

(u) any Third Party Hosting Provider will have no visibility into the hosting location of any Province Data and Materials within the aggregate pool of the Contractor's customer data hosted by the Third Party Hosting Provider and the Third Party Hosting Provider will not be able to readily isolate Province Data and Materials without the Contractor's assistance;

(v) it has obtained and will maintain throughout the Term all necessary arrangements and licenses with third parties to ensure that the Contractor can fully perform its obligations under this Agreement; and

(w) it has sufficient rights, licenses, permissions and authorizations to grant to the Province the licenses described in section 3.2(a), and that such grant of licenses does not and will not infringe upon the Intellectual Property Rights or other rights of any third party.

9.2 Reliance by Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.

9.3 Province Representations and Warranties

The Province represents and warrants to and covenants with the Contractor that it has the power and capacity to enter into this Agreement.

9.4 Disclaimer

EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 10
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

10.1 Software and Contractor Intellectual Property Rights

The Province acknowledges and agrees that, as between the Province and the Contractor, the Contractor is the exclusive owner of or holds by license all Intellectual Property Rights in the Software, including any modifications, improvements, enhancements or derivatives thereto, and in any Contractor-developed pre-existing materials at the time of execution of this Agreement or developed independent of this Agreement, in all cases excluding the Province Assets, Province Data and Materials, and New Materials.

10.2 Province Data and Materials and Province Intellectual Property Rights

The Contractor acknowledges and agrees that, as between the Province and the Contractor, the Province is the exclusive owner of all rights, title and interest in and to:

(a) all assets, materials, software, Province Systems, documents and other property that the Province provides or makes available to the Contractor in relation to this Agreement ("**Province Assets**");

(b) all data, files, content, training materials, information, outputs, records, reports, and documents that are inputted, uploaded or stored by the Province or Users through the use of the Software in the Hosting Services (collectively, "**Province Data and Materials**") and all associated Intellectual Property Rights therein; and

(c) all of the following:

(i) (A) software developments of any type, (B) application programming or other interfaces, (C) database structures, and (D) templates or other works, in the cases of subsections (A), (B), (C) and (D) that are custom-developed by the Contractor or a Subcontractor for the Province as part of the Services and specifically identified as such in a Project Plan; and

(ii) work flows, business rules, and processes that are defined or created by the Province or Users using the configuration tools of the Software and embedded in the IPS, in the form that they are downloadable or retrievable by the Province from the Software,

(collectively, the "**New Materials**"). The Province's ownership of New Materials will arise upon creation of the New Materials, including all work-in-progress and deliverables. For greater certainty, New Materials do not include the Contractor's underlying Software including its functionality or configuration tools, or any of Contractor's Intellectual Property Rights.

10.3 New Materials

The Contractor will:

(a) from time to time as requested by the Province, provide a listing and certification of the Province's ownership of New Materials developed or under development by the Contractor for the Province as at the date of the Province's request;

(b) confirm the vesting in the Province of ownership of the New Materials, including all Intellectual Property Rights therein and free of any confidentiality restrictions that might otherwise apply under Article 11, and including the execution of any documents to that effect required by the Province; and

(c) in the case of New Materials that are copyrightable, waive and ensure that all Contractor Personnel and Subcontractors waive, in the Province's favour, any moral rights that they may have in the New Materials.

10.4 License to Use Province Data and Materials and New Materials

The Province hereby grants to the Contractor for the Term a limited, non-exclusive, revocable, fully paid, royalty-free, license to use, process, reproduce, modify, and distribute the Province Data and Materials and New Materials, solely for the purpose of providing Services and use of the Software to the Province.

10.5 Reservation of Rights

Any rights of the Province not expressly granted to the Contractor by the Province pursuant to this Agreement will remain with the Province.

10.6 License to Contractor's Intellectual Property Rights

To the extent any New Materials incorporate or require any Contractor's Intellectual Property Rights to be used, the Contractor hereby grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, fully paid, royalty-free, worldwide license to use, reproduce, modify, and distribute any such Contractor's Intellectual Property Rights (provided the foregoing license does not permit the Province to use any such Contractor's Intellectual Property Rights in stand-alone form or for any purpose other than as incorporated in or required to use the New Materials); and

(b) the right to sublicense to the Province's contractors and subcontractors all such rights for the sole purpose of allowing such contractors and subcontractors to assist the Province in the exercise of the rights granted to it in section 10.6(a).

ARTICLE 11
CONFIDENTIALITY, PRIVACY AND SECURITY

11.1 Confidentiality

Subject to section 11.2, the Receiving Party will maintain in confidence the Confidential Information disclosed to it by the Disclosing Party, and will not, without the prior written consent of the Disclosing Party, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, the Confidential Information other than (i) to its employees, consultants, agents, other representatives, or its professional advisors, who are bound by terms of confidentiality and non-use comparable in scope to those set forth in this Article 11, with a need to know, or (ii) to any other party provided that the prior written consent of the Disclosing Party has been obtained and the Receiving Party has executed a written agreement with that other party requiring the Confidential Information to be held in confidence on terms no less protective than those under this Agreement, except where:

(a) the information is, at the time of the disclosure by the Disclosing Party to the Receiving Party, publicly available, or subsequently becomes publicly available through no act or omission of the Receiving Party;

(b) the information is obtained by the Receiving Party from an independent third party without breach of this Agreement, as shown by documentation establishing the third party as a source of the information, and not obtained by the third party from the Disclosing Party;

(c) the Receiving Party can establish, by written record or other tangible evidence, that the information was in its possession prior to disclosure of that information by the Disclosing Party to the Receiving Party;

(d) the information is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or

(e) the publication, release or disclosure is required by law, regulation, or securities exchange requirement and, in the case of the Province, including FIPPA, provided in all cases that the Receiving Party provides prompt notification to the Disclosing Party of such required publication, release or disclosure.

11.2 Identification of Confidential Information

If the Disclosing Party desires that the information provided to the Receiving Party under this Agreement be held in confidence and be qualified as Confidential Information, the Disclosing Party will:

(a) identify the information by labeling it as "Confidential" or "Proprietary" with respect to any written or tangible form; and

(b) clearly notify the Receiving Party, prior to disclosing the information orally, that the information about to be disclosed by the Disclosing Party is Confidential Information of the Disclosing Party.

For greater certainty, the parties agree that the Software is Confidential Information of the Contractor, and the Province Data and Materials are the Confidential Information of the Province.

11.3 Protection of Confidential Information

The Receiving Party will be responsible for maintaining the security and confidentiality of the Confidential Information of the Disclosing Party using the same standard of care that it uses for Receiving Party's own confidential information.

11.4 Privacy and Security Obligations and Point of Contact

The Contractor will comply, and will ensure that Contractor Personnel comply, with the Privacy Protection Schedule and Security Schedule. The Contractor will provide in writing to the Province contact information for a Contractor Personnel who will be the point of contact for any matters in connection with the Contractor's and any Subcontractors' compliance with the Privacy Protection Schedule and Security Schedule. If there is any change to the point of contact designated by the Contractor pursuant to this section, the Contractor will notify the Province Contract Manager of such change in writing and will designate a new point of contact for the matters contemplated in this section.

11.5 Additional Requirements for Province Data and Materials

(a) At all times, in the provision of Services, the Contractor will process, transmit, access, store, receive, collect, use, record, disclose, transfer, transmit, retain, dispose of, destroy, manage or otherwise handle Province Data and Materials only within (and using hardware, software, devices, and communications facilities, infrastructure and networks located within) Canada, except as otherwise expressly agreed by the Province from time to time including in this Agreement.

(b) The Contractor will not store any Province Data and Materials on portable media or devices capable of data storage (including laptops, PDAs, and memory sticks), except where such storage is strictly required for the performance of the Contractor's obligations under this Agreement.

(c) The Contractor acknowledges and agrees that Province Data and Materials are and remain under the control of the Province even though they may be in the Contractor's possession including while processed or stored at any of the Service Locations. At no additional cost to the Province, the Province will have immediate, complete, and unconditional access at all times during the Term and after to Province Data and Materials (even during any dispute) and will have the ability to import or export, in whole or in part, Province Data and Materials hosted in the Hosting Services (including all databases created or produced on the Software during the Term) in a standard, machine-readable format. The Contractor will assist the Province in accessing Province Data and Materials (including for purposes of extraction and deletion) in the event that any Province Data and Materials are not accessible to the Province through its use of the Software and Services in accordance with this Agreement.

(d) In the event any Province Data and Materials are destroyed, lost or altered due to any act or omission of the Contractor or any the Contractor Personnel (whether such the Contractor Personnel are acting within or outside the scope of their employment or consulting retainer), including any breach of its obligations set out in this Agreement, the Contractor will be responsible for Restoration (as defined below), which will be performed

in accordance with reasonable commercial practice and at the Contractor's sole cost and expense. The Contractor will prioritize this effort in a manner designed to minimize any adverse effect upon the Province's business/operations or the Services due to the destruction, loss or alteration of the Province Data and Materials. "**Restoration**" will include: (i) restoring such Province Data and Materials to the most recently available electronic back-up; or (ii) where back-up of such Province Data and Materials is not available, upon the Province's reasonable request, restoring or reconstructing such Province Data and Materials utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable, as determined by the Province. The Province will cooperate with the Contractor by providing any available information, files or raw data needed for the regeneration of Province Data and Materials.

(e) The Contractor will create a back-up of Province Data and Materials [hourly]. The Contractor will store such back-ups in an encrypted format at the Disaster Recovery Facility. In the event of a disaster, such back-ups will be retrieved and used in accordance with the Business Continuity Plan, without any additional cost to the Province.

(f) Upon the Province's request at any time and upon expiration or termination of this Agreement or Termination Assistance Period for any reason, the Contractor will, unless otherwise directed by the Province, (i) promptly return to the Province, in the format and the manner requested by the Province, all or any part of the Province Data and Materials; and (ii) upon the Province's written instruction, permanently and securely erase or destroy all copies of such returned Province Data and Materials (in which case the Contractor will complete the destruction requested and provide the Province with written confirmation of the actions taken within five Business Days of receipt of the Province's written instructions). At no time during the Term will the Contractor delete or destroy any Province Data and Materials without the express written consent of the Province and, unless otherwise directed in writing by the Province, the Contractor will retain all Province Data and Materials in an accessible form for a period of at least six months after the later of the expiration or termination of this Agreement or the Termination Assistance Period.

(g) The Contractor will encrypt all Province Data and Materials that is at rest or transmitted over any network as part of the Services.

11.6 FIPPA Disclosures and Inspections

The Contractor acknowledges that the Province is subject to FIPPA. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that the Province may disclose this Agreement and related documents, records and information as required by applicable law (including FIPPA) or valid orders or directions of a court, tribunal or governmental authority of competent jurisdiction and in accordance with the Province's policies and practices regarding disclosures required under applicable law. The Province will comply with applicable requirements under FIPPA to give notice to the Contractor of an intended disclosure by the Province of this Agreement or related documents, records and information. The Contractor further acknowledges that under FIPPA, the Commissioner (as defined in FIPPA) has the power to obtain information and evidence in the course of conducting an investigation or an inquiry under FIPPA. Accordingly, the Contractor will provide reasonable cooperation to the Province with respect to investigations or inquiries of the Commissioner under FIPPA in connection with any information related to this Agreement that the Commissioner is entitled to obtain under FIPPA.

ARTICLE 12
SUBCONTRACTING

12.1 Subcontracting

The Contractor will not, without the prior written approval of the Province, subcontract any of the Contractor's obligations under this Agreement to any person, other than to persons listed in Schedule "L".

12.2 Province Approval

If the Contractor wishes to retain any Subcontractors, other than those already listed in Schedule "L", in the performance or delivery of any Services, the Contractor will submit a written request to the Province specifying the Services for which approval of such Subcontractor is sought. The Contractor will provide the Province with such information regarding the proposed Subcontractor as may be requested by the Province. The Province may approve and add to Schedule "L" or reject any proposed Subcontractor. The approval by the Province of a proposed Subcontractor will pertain only to the retainment of such Subcontractor for the specific Services described in the Contractor's request for the Province's approval.

12.3 Responsibility for Subcontractors

No subcontract, whether approved by the Province or not, will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any such Subcontractor. Without limiting the general nature of the foregoing, the Contractor will be solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors and will be fully liable for all actions and omissions of its Subcontractors.

12.4 Subcontract Terms

The Contractor will 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 section 12.4(a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations. Without limiting the general nature of the foregoing, the Contractor will ensure that no subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement.

ARTICLE 13
ASSIGNMENT

13.1 Assignment by the Province

The Province may assign at any time, in its discretion, and without the consent of the Contractor but upon reasonable prior written notice, this Agreement or any of its rights or obligations under this Agreement to any 'government body' as defined in the FAA.

13.2 Assignment by the Contractor

The Contractor will not assign, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement, without the prior written consent of the Province, which consent may be given or withheld by the Province in its discretion. Without limiting the foregoing, an assignment shall include, but not be limited to (a) a sale of all or substantially all the assets of the Contractor, (b) a change in fifty percent (50%) or more of the beneficial ownership of equity interest or voting power of the Contractor or any entity that directly or indirectly controls the Contractor.

ARTICLE 14
LEGAL RELATIONSHIP

14.1 Independent Contractor

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province.

14.2 No Partnership

No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

14.3 No Authority

The Contractor does not have any authority to, and will not, in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind whatsoever, including the payment of any money to any person.

14.4 Non-Exclusive Relationship

The parties' relationship under this Agreement shall be non-exclusive, and this Agreement will not be interpreted to bind the Province in any way to an exclusive relationship with the Contractor. For greater certainty, nothing contained in this Agreement prevents the Province from procuring from any other contractors, or itself providing, any subscriptions or services, including that may relate to, interface with, or otherwise be used in connection with the Services or Software.

ARTICLE 15
INDEMNITY AND LIABILITY

15.1 Indemnity

Without the requirement for the Province to resort to the dispute resolution process set out in section 19.2 and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim, damages, fines, penalties, action, cause of action, cost or expense (including court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals) 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 breach by the Contractor of this Agreement;

(b) any representation or warranty of the Contractor being or becoming untrue or incorrect;

(c) any bodily injury or damage to real property or tangible personal property, to the extent caused by any act or omission the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors;

(d) any damage, loss or destruction of any tangible, real, personal or intangible property, including any Province Data and Materials, to the extent caused by any act or omission of the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors;

(e) any amounts (including taxes) assessed against the Province that are the obligation of the Contractor, including as a result of the Contractor's failure to pay any taxes for which it is responsible;

(f) any claim by a third party alleging that (i) the Services; (ii) all or any part of the Software; (iii) the Contractor's performance or the receipt by the Province of the Services under this Agreement; (iv) any Deliverable; or (v) the access to or use by the Province of the Software as permitted pursuant to this Agreement, infringes, violates or misappropriates any third party Intellectual Property Rights.

15.2 Infringement Indemnity Exception

The obligations of the Contractor set out in section 15.1(f) will not apply to the extent that a claim by a third party is: (a) based on the unauthorized use by the Province of the Software, Services or Deliverables in a manner not permitted by this Agreement, if such claim would not have arisen but for such unauthorized use; or (b) based on the modification of the Software, Services or Deliverables by or on behalf of the Province in a manner not permitted by this Agreement, if such claim would not have arisen but for such modification.

15.3 Infringement Claim Procedure

Without limiting the Contractor's liability or obligations under section 15.1 if all or any part of the Software, Services or Deliverables becomes, or in the reasonable opinion of the Contractor is likely to become, the subject of a claim described in section 15.1(f), the Contractor (at its own expense and without prejudice to the other rights the Province may have under this Agreement) will promptly: (a) procure for the Province the right to use the infringing Software, Services or Deliverables or part thereof; or (b) modify or replace the infringing Software, Services or Deliverables or part thereof so that it is non-infringing without the loss of the quality, performance or functionality.

15.4 Indemnification Procedures

Subject to any restrictions or other limitations contained in the *Crown Proceeding Act* or other applicable law:

(a) if the Province intends to seek indemnification under this Agreement from the Contractor in respect of any Loss, then the Province will promptly give the Contractor written notice of such Loss for indemnification; provided, however, that the failure of the Province to

give the Contractor such prompt notice will not relieve the Contractor of its obligations under this Agreement, except to the extent that such failure results in a material prejudice to the Contractor's defense to such Loss;

(b) if the Contractor receives a notice of any Loss pursuant to section 15.4(a), then the Province will cooperate with the Contractor and, where appropriate and in the discretion of the Province, will allow the Contractor to control the defense of any third party claim with respect to such Loss and any related settlement, it being acknowledged and agreed that where the Province determines that it is not so appropriate, then the Province will control the defense of such claim and any related settlement; provided, however, that if the defendants in any such action include both the Province and the Contractor, and the Province concludes that there may be legal defenses available to it which are different from or additional to those available to the Contractor, then the Province will have the right to select separate counsel, the cost of which will be at the Province's expense (without reimbursement by the Contractor under an indemnity or otherwise) to assert such legal defenses or to otherwise participate in the defense of such action on behalf of the Province;

(c) if the Province is entitled to indemnification under this Agreement as a result of a third party claim, and if the Contractor fails or chooses not to assume the defense of such claim, or fails to proceed, then the Province may, at the expense of the Contractor, contest (or, with or without the prior consent of the Contractor, settle) such claim. The Province will not otherwise settle any claim with respect to which it has sought or intends to seek indemnification pursuant to this Agreement without the prior written consent of the Contractor, which consent will not be unreasonably withheld or delayed; and

(d) if the Contractor settles any third party claim for which it may be liable to provide indemnification pursuant to this section without the prior written consent of the Province (acknowledging that pursuant to the *Crown Proceeding Act* the Province is not required to obtain or provide such consent, and will not be required to do so pursuant to this provision); then if the Contractor has reached a bona fide full and final settlement in respect of all Loss involving the Province and such plaintiff(s) in any such action with the plaintiff(s), and the Province does not (or is not asked to) consent to such settlement, the dollar amount specified in the settlement will act as an absolute maximum limit on the indemnification obligation of the Contractor.

15.5 Monetary Limitations of Liability

Subject to section 15.7, the indemnification by the Contractor pursuant to section 15.1 is limited to:

(a) $2,000,000 per Loss; and

(b) $4,000,000 in the aggregate for all Losses.

15.6 Damages Exclusions

Subject to section 15.7, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether

innocent or negligent), restitution or otherwise, for any of the following types of damages, even if such party has been advised of the possibility of such damages in advance:

(a) indirect, incidental, consequential, or special damages; or

(b) any loss (whether direct or indirect) of profits, business, business opportunities, or revenue.

Without limiting the Losses recoverable under this Agreement, the following Losses incurred by the Province shall be deemed to be direct damages and will not be excluded under this section 15.6:

(i) costs and expenses of restoring or reloading any lost, stolen, corrupted or damaged Province Data and Materials; and

(ii) cover damages, including for engaging other third parties and/or using and implementing, on a temporary, intermittent, long-term or permanent basis, alternate or substitute equipment, software, services, or fixes, and including all payments, costs and expenses, including administration and professional costs and expenses (including legal, technical, consultant, fees, costs and expenses) in connection with the foregoing.

15.7 Exceptions to Monetary Limitations of Liability

The limitations set out in sections 15.5 and 15.6 do not apply to a Loss resulting from or relating to any of the following:

(a) bodily injury or damage to real property or tangible personal property;

(b) infringement of third party Intellectual Property Rights;

(c) a breach of Article 11;

(d) claims by or damages or other liabilities owed to a third party as a result of negligence or other actionable act or omission of Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors; or

(e) any deliberate and sustained cessation of a material portion of the Services by the Contractor or any of the Contractor's agents, employees, officers, directors or Subcontractors without a *bona fide* attempt to resume such portion of the Services or to remedy the cause of such cessation.

ARTICLE 16
INSURANCE

16.1 Insurance

The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

(a) Commercial General Liability in an amount not less than [$2,000,000] inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

(i) include the Province as an additional insured,

(ii) be endorsed to provide the Province with thirty (30) days' advance written notice of cancellation or material change, and

(iii) include a cross liability clause;

(b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate not less than [$5,000,000];

(c) Network Security and Privacy Breach Liability in an amount per occurrence, and in the aggregate not less than [$5,000,000], including for cyber liability, breach of confidential or personal information and the loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any cause whatsoever (including computer virus) or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting therefrom, regardless of any other cause or event contributing concurrently or in any other sequence to the loss, and such policy will include the Province as an additional insured; and

(d) any additional insurance which the Contractor is required to provide by law or which the Contractor considers necessary to cover risks in connection with the provision of the Services under this Agreement not otherwise addressed in this Article 16.

16.2 Insurance Requirements

All insurance described in section 16.1 must:

(a) be primary; and

(b) not require the sharing of any loss by any insurer of the Province.

16.3 Evidence of Insurance

The Contractor must provide the Province with evidence of all required insurance as follows:

(a) within ten (10) Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;

(b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within ten (10) Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and

(c) despite section 16.3(a) or 16.3(b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.

16.4 Alternative Requirement

Despite section 16.1(b), if in the Province's discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 16.1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

16.5 Workers' Compensation

(a) Without limiting any other provision of this Agreement, 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.

(b) Within ten (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 section 16.5(a).

ARTICLE 17
EVENTS OF DEFAULT; TERMINATION

17.1 Contractor Events of Default

Each of the following occurrences will be deemed to be a Contractor Event of Default for the purposes of this Agreement, in addition to any matter that is described in any provision of this Agreement as constituting a Contractor Event of Default:

(a) an Insolvency Event;

(b) the Contractor fails to observe, abide by, perform or comply with any provision of this Agreement on the part of the Contractor to be observed, abided by, performed or complied with, whether as a single event, a series or number of events, or a continuing or persistent event, that individually or cumulatively causes any one or more of the following: (i) an adverse affect on (A) the performance of this Agreement; (B) the implementation, access, use, operations, functioning, availability, maintenance and support, or benefits to the Province of the Software, or (C) the reputation of the Province; or (ii) a security risk to, or unauthorized disclosure of or access to, misuse of, personal information or the Province Data and Materials;

(c) the Contractor commits three Service Level Failures of the same Service Level in any six month rolling period;

(d) the Contractor fails to ensure that the Key Personnel are appropriately staffed and available as required by this Agreement;

(e) the Contractor persistently provides Contractor Personnel who, in the opinion of the Province, fail or are likely to fail to meet the requirements of this Agreement or are otherwise inappropriate;

(f) the Contractor fails to comply with any provision of the Privacy Protection Schedule or the Security Schedule, including any storing, allowing access to, disclosure or use of personal information contrary to the provisions of FIPPA, provided such breach is not

cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(g) the Contractor fails to maintain books of account or permit audits or inspections as required by Article 8, provided such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(h) the Contractor fails to secure insurance coverage required by this Agreement, or fails to comply fully with any provision of Article 16 provided such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(i) there is any theft, fraud or other misappropriation of Province funds, Province Assets, or Province Data and Materials by the Contractor or its Contractor Personnel;

(j) there is any direct or indirect assignment of this Agreement by the Contractor contrary to section 13.2;

(k) any representation, warranty or covenant made by the Contractor in section 9.1 is untrue or incorrect, provided such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured); or

(l) in respect of any other obligation of the Contractor set out in this Agreement: (i) the Contractor commits a material breach, or (ii) the Contractor commits a breach (regardless of materiality) three times in any rolling 12-month period, provided that in the case of subsections (i) and (ii) such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured).

17.2 Remedies of the Province

Without the requirement for the Province to resort to the dispute resolution process set out in section 19.2 and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, upon the occurrence of a Contractor Event of Default, or at any time thereafter, the Province may deliver written notice to the Contractor specifying the Contractor Event of Default and the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, the Province may require the Contractor, at the Contractor's expense, to take all actions as are necessary to cure the Contractor Event of Default within a time period specified in the notice;

(b) by written notice to the Contractor, the Province may require the Contractor, at the Contractor's expense, to cure the Contractor Event of Default by implementing error corrections, updates and upgrades to the Software on an accelerated basis, or by correcting or re-performing any defective or non-conforming Software, Deliverables or Services, within a time period or time periods specified by the Province;

(c) by written notice to the Contractor, the Province may require the Contractor to rectify the circumstances giving rise to or maintaining the Contractor Event of Default within a

response time and a cure period specified by the Province accounting for the circumstances and its impacts including reputational impacts on the Province;

(d) by written notice to the Contractor, the Province may require the Contractor to put forward, within a response time specified by the Province accounting for the circumstances and its impacts including reputational impacts on the Province (but not greater than 30 days unless otherwise approved by the Province in its discretion), a program to the satisfaction of the Province, setting out the steps to be taken and the measures to be implemented to prevent a recurrence of the Contractor Event of Default or the conditions giving rise to such Event, and remedying the Contractor Event of Default or the conditions giving rise to or maintaining the Contractor Event of Default, such program to specify in detail the manner in which and the date by which the Contractor Event of Default or such conditions are proposed to be remedied and its effects to be mitigated;

(e) by written notice to the Contractor, the Province may require the Contractor demonstrate to the satisfaction of the Province that the Contractor has put measures into place to ensure that neither the Contractor Event of Default nor the conditions giving rise to the Contractor Event of Default reoccur;

(f) the Province may retain as a holdback from the next succeeding Fees payments an amount up to [INSERT], such retention amount to be determined by the Province in the Province's discretion, and/or suspend and retain Fees payments under this Agreement, including as contemplated under section 6 of the *Transportation Act*,

(g) if the Contractor Event of Default is not curable or has not been cured to the satisfaction of the Province within a time period or time periods specified by the Province, then the Province may, including as contemplated under section 6 of the *Transportation Act*, keep any amount or amounts, as the case may be, retained as a holdback or retained generally under any provision of this Agreement, including any amount retained as a reduction of fees otherwise payable to the Contractor, and the Contractor hereby acknowledges and agrees that the amount or amounts, as the case may be, retained are an appropriate estimate of the losses and damages incurred by the Province arising in connection with the Contractor Event of Default after taking into account without limitation costs, expenses, losses and claims arising in connection with administration and professional advisors, media publication and postings, alternate service providers, and loss of, damage to or reduction of reputation of the Province or of confidence in the IPS;

(h) without terminating this Agreement, by written notice to the Contractor having immediate effect the Province may suspend performance by the Contractor of part only of the functions to be performed by the Contractor under this Agreement in respect of which the Contractor Event of Default has occurred or to which the Contractor Event of Default relates (whether in whole or in part) until such time as the Contractor has demonstrated to the satisfaction of the Province that the Contractor will perform and is capable of performing the Contractor's obligations under this Agreement, and the Province may perform or engage a third party to perform such part of the functions for such suspension period;

(i) the Province may take all actions in its own name or in the name of the Contractor that may be required to cure the Contractor Event of Default or whether or not the Contractor Event of Default is curable, to manage, mitigate or remedy the conditions and circumstances resulting from or remaining following the Contractor Event of Default,

including resulting conditions in relation to third parties' contracts or arrangements with the Province, including by engaging such or other third parties and or using and implementing, on a temporary, intermittent, long-term or permanent basis, alternate or substitute equipment, software, services, or fixes, and all payments, costs and expenses, including administration and professional costs and expenses (including legal, technical, consultant, fees, costs and expenses), incurred by or on behalf of the Province will be payable by the Contractor on demand and set off against any sums owing by the Province to the Contractor present or future provided that if any such sums are not paid by the Contractor within 60 days of receipt of written notice by the Province, the Province may in its discretion draw down and keep any amount or amounts, as the case may be, retained as a holdback or retained generally under any provision of this Agreement;

(j) the Province may waive the Contractor Event of Default and such waiver may be issued on terms and conditions satisfactory to the Province;

(k) pursue any remedy or take any other action available to it at law or in equity; or

(l) by written notice to the Contractor, the Province may terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified by the Province, which may include a time period to cure the Event of Default not to exceed 30 days unless otherwise stipulated by the Province in its discretion (except that no cure period shall apply to any Event of Default which by its nature cannot be cured), or any other time period specified by the Province in its discretion.

17.3 Delay Not a Waiver

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

17.4 Notice by Contractor of Events of Default

If the Contractor becomes aware that a Contractor Event of Default has occurred or is likely to occur, the Contractor must promptly notify the Province of the particulars of the Contractor Event of Default or anticipated Contractor Event of Default, along with the steps the Contractor proposes to take to address, or prevent recurrence of, the Contractor Event of Default.

17.5 Province Event of Default

The Province will be in material default of its obligations under this Agreement (a "**Province Event of Default**") if the Province fails to pay when due, any Fees payable by the Province to the Contractor pursuant to this Agreement that the Province is not disputing and diligently attempting to resolve the dispute (or are not subject to an agreement between the parties in settlement of such a dispute), and the Province fails to rectify such failure within sixty (60) days of its receipt of a written notice from the Contractor of such failure, such notice to state in reasonable detail the nature and specifics of the failure. The Contractor may extend such sixty (60) day period, in its discretion, for such additional period of time upon written notice of such extension to the Province.

17.6 Remedies of the Contractor for Province Event of Default

Upon the occurrence of a Province Event of Default, or at any time thereafter, the Contractor may, at its option, elect to do any one or more of the following:

(a) pursue any remedy or take any other action available to it at law or in equity; or

(b) by written notice to the Province, terminate this Agreement with immediate effect.

17.7 Termination by Province for Default or other Event

Without limiting any other rights and remedies available to the Province including without limitation, under section 17.2, the Province may, without the requirement for the Province to resort to the dispute resolution process set out in section 19.2 and in addition to any other rights and remedies that the Province may have at law, in equity or as otherwise set forth in this Agreement, terminate this Agreement under section 17.2 on the happening of a Contractor Event of Default or under any other provision set out in this Agreement that provides for a specific termination right in favour of the Province, subject to any provisions in this Agreement establishing cure periods for the Contractor Event of Default or other applicable time periods before the termination shall become effective.

17.8 Termination for Convenience by Province

In addition to the Province's right to terminate this Agreement as described in section 17.7, the Province may terminate this Agreement, or any part of this Agreement, for any reason or for no reason by giving at least thirty (30) days' written notice of termination to the Contractor ("**Province Termination for Convenience**"). Any Province Termination for Convenience shall be without any cost, penalty, liability or termination fee whatsoever to the Province, other than payment of any amounts owing pursuant to section 17.9.

17.9 Payment Consequences of Expiration and Termination

Without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, if this Agreement expires or is terminated under any provision of this Agreement:

(a) the Province shall pay to the Contractor the Fees due and payable by the Province for use of the Software and for Services through to the expiry or termination date and to the end of the Termination Assistance Period (if applicable) for (i) Milestones that have been achieved or Services completed as confirmed by the Province Contract Manager (including any required Acceptance) and (ii) license and subscription fees on account of use of the Software or Services, subject, however, in all cases to any of the following by the Province in the event of a Contractor Event of Default: (A) claims for any loss, damages, fines, penalties, cost or expense (including court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals), and (B) the holdback, retention, or keeping of Fees as set out in section 17.2.

(b) the Contractor shall, within thirty (30) days of termination or the end of the Termination Assistance Period (as the case may be), provide the Province with a pro-rata refund of any Fees (including license and subscription fees on account of use of the Software or Services) which have been paid in advance on account of the period post-expiry or termination or the end of the Termination Assistance Period (as the case may be). Any

amounts owing under this section 17.9(b) may be recovered as a debt owing to the Province or the Province may deduct it from other money owned by the Province to the Contractor.

17.10 Discharge of Liability

The payment by the Province of the amount described in section 17.9 discharges the Province from all liability to make payments due to the Contractor under this Agreement as well as from all other claims, losses, damages, liabilities, costs and expenses of the Contractor under or related to this Agreement whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent), restitution or otherwise.

ARTICLE 18
TERMINATION SERVICES

18.1 Termination Assistance Period

The period during which the Contractor is obligated to provide the Termination Services to the Province (the "**Termination Assistance Period**") will commence upon the expiry of the Term or upon the delivery by either party of a notice of termination given in accordance with this Agreement and will end upon the earlier of the completion of the Termination Services or one year after the Termination Date.

18.2 Termination Services

During the Termination Assistance Period, the Contractor will provide the Province with the following services (collectively, the "**Termination Services**"):

(a) cooperation with and assistance to the Province or its contractor in order to facilitate the transfer of the Terminated Services to the Province or its contractor, as designated by the Province, in an orderly, effective and efficient manner without interruption of adverse effect;

(b) providing assistance and information requested by the Province in order to transition the Terminated Services from the Contractor to the Province or its contractor, and answering all reasonable questions from the Province or its contractor regarding the Terminated Services;

(c) if the Province intends to engage a contractor to provide the Terminated Services, assisting the Province to describe the Terminated Services for the purposes of any competitive procurement process, bid specification or similar document in respect of the Terminated Services;

(d) providing appropriate information concerning the migration of the Province Data and Materials in a format stipulated by the Province and assisting the Province with development of a transition plan describing the process by which any of the Terminated Services could be provided by the Province or its contractor, including all instructions, processes or methodologies required to transition and perform the Terminated Services;

(e) assistance with the provision of mutually agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services; and

(f) such other matters as may be set out in sections 18.3, 18.4 and the Termination Assistance Plan.

The specific Termination Services to be provided by the Contractor, including the Terminated Services in respect of the foregoing, will be described more fully in the Termination Assistance Plan.

18.3 Termination Assistance Plan

As part of the Terminated Services, the Contractor will develop and deliver a mutually agreed to termination assistance plan for the transition of the Terminated Services from the Contractor to the Province or its contractor, as directed by the Province, in the manner set forth in this Article 18 (the "**Termination Assistance Plan**"). The framework for the Termination Assistance Plan will be determined by the parties through their respective representatives. As part of the Termination Services, immediately upon the commencement of the Termination Assistance Period, the Contractor will, in consultation with the Province and such other persons as the Province may direct, commence in good faith and with all reasonable diligence to develop the complete Termination Assistance Plan based upon the agreed framework, and setting out in detail the specific tasks to be accomplished by each party, and a schedule pursuant to which the tasks are to be completed. The parties will monitor the performance of the Termination Services and the Termination Assistance Plan on a regular basis through their respective representatives. The parties agree to provide to each other sufficient information to create or update the Termination Assistance Plan as required in accordance with the terms of this Agreement. The parties will revise and update the Termination Assistance Plan from time to time during the Termination Assistance Period.

18.4 Provision of Terminated Services

The Contractor will continue to provide the Terminated Services during the Termination Assistance Period unless the Province expressly requests the permanent or temporary discontinuation thereof (or a portion thereof). Any permanent or temporary discontinuation of the Terminated Services or any part thereof will be set out in the Termination Assistance Plan. Article 4 will remain in effect during the Termination Assistance Period and the Contractor will use the Key Personnel in the performance of the Termination Assistance Services, and in the performance of any other Services provided by the Contractor during the Termination Assistance Period, unless and until any individual Key Personnel is removed in accordance with sections 4.2 or 4.4.

18.5 Charges for Termination Services

The Contractor will provide the Termination Services at the Contractor's rates set out in Exhibit M1 to Schedule "M" and in accordance with a budget jointly prepared by the parties and forming part of the Termination Assistance Plan.

ARTICLE 19
GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia and the laws of Canada applicable therein without regard to principles of conflicts of law. The *International Sale of Goods Act* of British Columbia and the

United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to this Agreement or to the transactions contemplated by this Agreement.

19.2 Dispute Resolution

In the event of a dispute between the Contractor and the Province related to this Agreement, such dispute will be referred to and finally resolved in accordance with the following procedure:

(a) upon receipt of written notice from either party, the Contractor Project Manager and the Province Contract Manager will meet within seven (7) days of receipt of such notice and attempt to resolve the dispute described in the notice;

(b) if the dispute is not resolved pursuant to section 19.2(a), then any of the parties may refer the dispute for resolution to the parties' Executive Sponsors, who will then meet within ten (10) days of receipt of such referral and attempt to resolve the dispute. Any meeting held under this section may also include other representatives of the Province or Contractor Personnel as the Province requires;

(c) if the dispute is not resolved pursuant to section 19.2(b), the parties will attempt to resolve the dispute through mediation under the rules of the Mediate BC and

(d) if the dispute is not resolved pursuant to section 19.2(c), then the dispute will be referred to and finally resolved by arbitration under the *Arbitration Act*, and the place of arbitration will be Victoria, British Columbia.

19.3 Content of Notice

A notice given under section 19.2 will identify the dispute and include a statement by the notifying party of its position in respect of the dispute. All notices, discussions and other communications between the parties in respect of any dispute will be on a without prejudice basis and may not be used, referred to or introduced into evidence in any proceedings in respect of that dispute.

19.4 Continuity of Services

The Contractor will not suspend, withhold or delay any Services or access to and use of the Software, or fail to perform any obligations under this Agreement, by reason of any dispute whatsoever between the Contractor and the Province.

19.5 Costs of Arbitration

Unless the parties otherwise agree in writing, or the arbitrator otherwise orders, the parties will share equally the costs of an arbitration under section 19.2(d) other than those costs relating to the production of expert evidence or representation by counsel.

19.6 Language and Location

Unless the parties otherwise agree in writing, arbitration or mediation will be held in Victoria, British Columbia in English.

19.7 Escalation to Arbitration

Notwithstanding anything in the foregoing, either party may escalate a dispute to arbitration by written notice to the other party.

19.8 Interim Relief

Notwithstanding section 19.2, either party may apply at any time to any court of competent jurisdiction for injunctive or equitable relief to prevent irreparable harm or preserve the status quo pending resolution of the dispute pursuant to section 19.2.

ARTICLE 20
NOTICE

20.1 Notice

Any notice, communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the day of its delivery;

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same in British Columbia;

(c) sent by email, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day, provided the sender does not receive a message that the email has not been received or the recipient is “out of the office”;

addressed, as the case may be, to the Province at:

Ministry of Transportation and Infrastructure
Information Management Branch
Suite 3D, 940 Blanshard Street
Victoria, BC V8W 3E6

Email: [INSERT]
Attention: [INSERT]

or to the Contractor at:

[INSERT NAME OF COMPANY]
[INSERT ADDRESS]

Attention: [INSERT CONTACT PERSON AND POSITION]

20.2 Change of Address

Either party may, from time to time, give notice to the other party of a substitute address, which from the date such notice is given, will supersede for purposes of section 20.1 any previous address specified for the party giving the notice.

ARTICLE 21
FORCE MAJEURE

21.1 Definition

In this Agreement, "**Force Majeure**" means an event or circumstance that is beyond the reasonable control of a party and which did not result from the negligence, fault or intentional wrongdoing of such party (including, in the case of the Contractor, any Contractor Personnel), but only if and to the extent such event or circumstance could not reasonably have been prevented by that party by reasonable foresight or precautions (including proper planning and execution of any applicable Business Continuity Plan), or circumvented through the use of alternate sources, work-around plans or other means, or is not contemplated or taken into account by any provision of this Agreement, and in all cases that prevents or delays that party in the performance or observance of any or all of its obligations under this Agreement, including:

(a) acts of God or natural disasters, including fire, flood, storm, earthquake;

(b) outbreak of serious disease or epidemic, quarantines or other public health emergencies;

(c) a war (declared and undeclared), insurrection or act of terrorism or piracy;

(d) a strike (including illegal work stoppage or slowdown), labour dispute or lockout;

(e) failure, malfunction or unavailability of power, telecommunications, data communications, computer systems or software and related services; or

(f) other events which the parties expressly agree in writing as constituting Force Majeure,

but lack of financial capability and technological impossibility do not constitute Force Majeure and lack of labour, materials or utilities does not constitute Force Majeure unless such lack of labour, materials or utilities is caused by an event or circumstance that is itself Force Majeure.

21.2 Notice

A party that is prevented or delayed by Force Majeure and that seeks relief under this Article 21 must give notice to the other party as soon as possible after the event or circumstance of Force Majeure is known to the first party, and in any event not later than fifteen (15) days after the date when that event or circumstance is known to the first party. A party that has given notice of an event or circumstance of Force Majeure under this section 21.2 must promptly notify the other party of the cessation of the event or circumstance of Force Majeure.

21.3 Mitigation

Each party will exercise reasonable efforts to avoid or minimize any delay occasioned by an event or circumstance of Force Majeure.

21.4 Resumption of Performance

A party that is prevented or delayed in the performance of its obligations under this Agreement by an event or circumstance of Force Majeure will resume promptly its performance of such obligations after the cessation of the event or circumstance of Force Majeure.

21.5 Exception

Nothing in this Article 21 will excuse any default or failure to perform or comply under Article 11.

21.6 Consequences of Force Majeure Affecting Contractor

(a) The Province has no obligation to make payments to the Contractor under this Agreement for Services or use of Software that (i) the Contractor is unable to provide, or (ii) the Province is unable to use because of a Force Majeure affecting the Contractor. The Contractor shall credit the Province for the value of pre-paid Fees for Services or use of Software not used by the Province.

(b) During any Force Majeure affecting the Contractor, the Province may, in its discretion, procure or otherwise obtain alternative services or software from any third party in replacement for or substitution of the affected Services or Software during the period of time that such Force Majeure remains in effect, and the Province may keep and use the Fees withheld or credited under section 21.6(a) to pay any such third party for the alternative services or software.

21.7 Province Termination Right

If a Force Majeure affecting the Contractor continues for a period exceeding 90 days, the Province may, without liability or further obligation to the Contractor, terminate this Agreement in whole or in part as of the date specified in the notice of termination.

ARTICLE 22
MISCELLANEOUS

22.1 Waiver

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, an authorized representative of the waiving party and is not a waiver of any other breach or term.

22.2 Entire Agreement; Inconsistent Documents

(a) This Agreement constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments and understandings, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. No trade terms or trade usages are to be incorporated by reference implicitly or otherwise into this Agreement, unless expressly referred to in this Agreement.

(b) Neither the Province nor any User will be required to agree to additional terms and conditions with the Contractor or any other party in connection with their access to and use of the Software, and any “click through” or other form of subscriber terms and conditions shall be of no force or effect.

(c) Any preprinted terms on purchase orders or commercial documentation submitted by the Contractor shall not be operative between the parties, and shall be superseded and replaced by this Agreement.

22.3 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

22.4 Publicity and Communications

The Contractor will not make any public announcement relating to this Agreement except with the prior written approval of the Province or as required by law, regulation, or securities exchange requirement. Without restricting the generality of the foregoing, the Contractor will submit to the Province for its prior written approval all advertising, written sales promotion, press releases, public notices and all other publicity matters or materials relating to this Agreement, or in which the Province's name, mark, or logo is mentioned or language from which the connection of said name, mark or logo may be inferred or implied, and will not publish or use such advertising, written sales promotion, press releases, public notices or any other publicity matters or materials without prior consultation with and the written approval of the Province. Notwithstanding the foregoing, the Contractor may include the Province's name and a factual description of the work performed under this Agreement only on employee bulletin boards, in internal business planning documents and whenever otherwise required by reason of legal, accounting or regulatory requirements.

22.5 Survival

Neither expiration nor any termination of this Agreement shall relieve either party of any obligation or liability accruing prior to such expiration or termination. In addition, sections 3.12(f) (for the Release Period, if applicable), 3.13 (for so long as the Province is using the Software and Hosting Services via the software-as-a-service continuity protection service, if applicable), 9.4, 10.1, 10.2, 10.3, 10.6, 11.1, 11.2, 11.3, 17.9, 17.10, and 19.1, and Article 15 and Article 18, and such other provisions as are necessary for the interpretation thereof, shall survive expiration or termination of this Agreement.

22.6 Province Remedies

The rights, powers and remedies conferred on the Province under or in connection with this Agreement are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to the Province under or in connection with this Agreement, any other agreement, at law or in equity and the exercise by the Province of any right, power or remedy will not preclude the simultaneous or later exercise by the Province of any other right, power or remedy.

22.7 Time Periods

All specified time periods in this Agreement will be strictly construed, and (a) will not be impliedly waived or extended by any act or omission or course of dealing of either party in connection with this Agreement, and (b) may only be changed by written instrument between the parties.

22.8 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor and their respective successors and permitted assigns.

22.9 No Permit or Fetter

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 power or duty.

22.10 Conflict of Interest

The Contractor will not perform a service for or provide advice to any person where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to a perceived or actual conflict with the Contractor's obligations under this Agreement.

22.11 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.

22.12 Further Assurances

Each of the parties will, upon the reasonable request of the other, perform the acts, execute and deliver the writings, and give the assurances as may be necessary to give full effect to this Agreement.

[The remainder of this page has intentionally been left blank.]

22.13 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment or other means of electronic execution and transmission will be effective to the same extent as if such party had delivered a manually executed counterpart.

IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SIGNED on behalf of Her Majesty the Queen in Right of the Province of British Columbia by a duly authorized representative of the Minister of Transportation and Infrastructure	)
_____ Minister of Transportation and Infrastructure	)
SIGNED on behalf of [INSERT CONTRACTOR LEGAL NAME] by its duly authorized signatory	)
_____ *(Signature of Authorized Signatory)*	)
_____ *(Print name of Authorized Signatory)*	)

SCHEDULE "A"

DEFINITIONS

"**Agreement**" means this Agreement as it may be amended by the parties in writing from time to time and includes the recitals, Schedules, Appendices, Project Plans, and Change Orders.

"**Business Continuity Plan**" has the meaning given to it in Schedule "J".

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in British Columbia.

"**BVNRFP**" has the meaning given to it in the recitals.

"**Change**" means a change to the scope of or additions to the Software, Services, Deliverables, or the Specifications of any Software, Services or Deliverables, or any other changes to the Contractor's obligations under this Agreement.

"**Change Order**" means a Change order setting out in detail the terms and conditions pursuant to which a Change will be made pursuant to Article 5.

"**Change Order Process**" means the process for initiating, responding to, negotiating and implementing Changes as set out in section 5.1.

"**Confidential Information**" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, and including any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how that a party is required to keep confidential pursuant to Article 11.

"**Contractor Event of Default**" means each of the events set out in section 17.1 as well as any matter that is described in any provision of this Agreement as constituting a Contractor Event of Default.

"**Contractor Personnel**" means as the context may require, the Contractor employees (including Key Personnel) and Subcontractors collectively, or any one of them.

"**Contractor Project Manager**" means the Contractor employee appointed by the Contractor as the Contractor Project Manager in accordance with section 4.1.

"**CPPM**" means the Province's Core Policy and Procedure Manual, as it exists on the date hereof at www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm, together with any updates or amendments thereto notice of which has been given by the Province to the Contractor.

"**Defect**" means an error in the operation, logic, function or performance of the Software or a Deliverable or any portion thereof, in each case compared to the Specifications.

"**Deliverable**" means (i) a defined level of functionality or Milestone for the Software within a Project Plan, and (ii) any deliverable that the Contractor will provide and deliver to the Province as part of the Services, including any document deliverables.

"**Disabling Code**" means any thing or device (including any software, code, file or programme) which may:

(a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

(b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

(c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"**Disaster Recovery Facility**" means facility where the Software is hosted to provide the use of the Software to Users in the event the Hosting Facility is unavailable and is geographically remote from the Hosting Facility. The Disaster Recovery Facility must be located at a Service Location.

"**Disclosing Party**" means the party that discloses Confidential Information to the Receiving Party pursuant to this Agreement.

"**Documentation**" has the meaning given to it in section 3.11.

"**Effective Date**" means [INSERT].

"**Executive Sponsor**" has the meaning given to it in section 4.8.

"**Extension Term**" has the meaning given to it in section 2.2.

"**FAA**" means the Financial Administration Act, R.S.B.C. 1996, c. 138, as amended from time to time.

"**Fees**" means the fees payable to the Contractor by the Province, as set out in Schedule "E".

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*.

"**Force Majeure**" has the meaning given to it in section 21.1.

"**Go-Live Date**" means that first date that the Software is used by the Province's Integrated Project Services stakeholders in production mode to process data in production.

"**Hosting Facility**" means the facility where the Software is hosted to provide the use of the Software to Users. The Hosting Facility must be located at a Service Location.

"**Hosting Services**" means the services that the Contractor provides to allow Users to access and use the Software, including Hosting Facility and ongoing services, as described in Schedule "D".

"**Implementation**" means the Services to be provided under Schedule "C".

"**Implementation Project Plan**" has the meaning given to it in Schedule "C" and is attached as Exhibit C1.

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor from time to time.

"**Initial Term**" has the meaning given to it in section 2.1.

"**Insolvency Event**" means any of the following: (a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor; (b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency; (c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction is made by the Contractor; (d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) or similar legislation in any jurisdiction; (e) a receiver or receiver-manager is appointed for any of the Contractor's property; or (f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Integrated Project Services**" or "**IPS**" means a solution delivered by Software in a software-as-a-service model for the purpose of providing integrated project services for the Province's capital projects and capital investment programs, including project management, operational forecasting, reporting, expenditure management, outcome measurement, and communication both within the Province and the Government of the Province of British Columbia and with municipalities, other agencies, and the public.

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world arising, whether registered or unregistered, including copyright, database rights, know-how, confidential information, trade secrets, trademarks, service marks, trade dress, logos, business names, domain names, URLs, slogans, patents, and design rights.

"**Key Personnel**" means the Contractor Personnel listed in Schedule "L" under the heading "Key Personnel" and any other Contractor Personnel who replace any such Contractor Personnel in accordance with section 4.2.

"**Loss**" has the meaning given to it in section 15.1.

"**Maintenance and Support**" means any error corrections, updates and upgrades that the Contractor may provide or perform with respect to the Software and Hosting Services, as well as any other support services provided to the Province under this Agreement, all as described in Schedule "E".

"**Milestone**" means (i) any event, achievement or status described as such in a Project Plan, or (ii) the completion of all Deliverables that are part of a specific Milestone as described in a Project Plan and which require Acceptance.

"**Milestone Deadline**" means, for each Milestone, the deadline by which the Contractor must complete such Milestone (including any Acceptance deadline set out in a Project Plan).

"**New Materials**" has the meaning given to it in section 10.2(c).

"**Privacy Protection Schedule**" means the schedule of the same name attached as Schedule "N" to this Agreement.

"**Professional Services**" has the meaning given to it in section 3.3,

"**Project Plan**" means the plan and time line for the delivery of Project-Related Services, including the Deliverables, the Milestones that the Contractor will be required to meet, the Milestone Deadline for each Milestone, the Test Components, the Acceptance deadlines, and any Province Responsibilities, and includes (a) the Implementation Project Plan, and (b) any such plan and time line set out in a Change Order for Professional Services.

"**Project-Related Services**" means (a) the Implementation; and (b) any Professional Services.

"**Province Assets**" has the meaning given to it in section 10.2(a).

"**Province Contract Manager**" means the individual designated by the Province, pursuant to section 4.6, and who is responsible for managing this Agreement on behalf of the Province.

"**Province Data and Materials**" has the meaning given to it in section 10.2(a).

"**Province Personnel**" means an employee, contractor, consultant, officer, director or agent of the Province that is employed within, or retained to perform services for the benefit of, the Province, excluding the Contractor and any Contractor Personnel.

"**Province Policies**" means policies of the Province in effect at any time and from time to time, that are applicable to this Agreement, including the Services, and which are referred to in this Agreement, including the IM/IT Standards, the CPPM, and the Standards of Conduct.

"**Province Responsibilities**" means the functions, duties, tasks, and responsibilities of the Province that are specifically set out and identified as a responsibility of the Province in a Project Plan.

"**Province Systems**" means the hardware, communications infrastructure and software of the Province or a service provider retained by the Province for the supply and operation of such hardware, communications infrastructure and software and which is required, integrated with or otherwise used in the performance of the Services or use of the Software.

"**Receiving Party**" means the party that receives Confidential Information of the Disclosing Party pursuant to this Agreement.

"**Schedule**" means each Schedule attached to this Agreement.

"**Security Schedule**" means the schedule of the same name attached as Schedule "O" to this Agreement.

"**Service Levels**" has the meaning given to it in Schedule "F".

"**Service Level Failure**" has the meaning given to it in Schedule "F".

"**Service Locations**" means the locations of the Contractor (including any Third Party Hosting Provider and Subcontractors) from which the Services will be provided, including (a) the Hosting Facility, and (b) the Disaster Recovery Facility. Each Service Location will be set out in Schedule "H" or a Change Order.

"**Services**" has the meaning given to it in section 3.1.

"**Software**" means the Contractor's software solution as described in Schedule "B" and any other software products or modules, including third party software, which are implemented to satisfy the requirements of the Integrated Project Services project. Software consists of one or more computer programs, including all versions thereof, program files, data files, computer related data, field and data definitions and relationships, data definition specifications, data models, program and system logic, integrations, program modules, routines, sub-routines, algorithms, program architecture, design concepts, system designs, program structure, sequence and organization, screen displays and report layouts, object code, utilities and tools, and including all error corrections, updates, upgrades, modifications and enhancements to it.

"**Specifications**" means, in respect of the Software, Deliverables or Services, the detailed description and documentation of applicable components, functionality, technical design, operational, performance or other specifications and including as set out in (a) Schedule "G"; and (b) a Project Plan.

"**Standards of Conduct**" means the Province's Standards of Conduct, as it exists on the date hereof at https://www2.gov.bc.ca/gov/content/careers-myhr/about-the-bc-public-service/ethics-standards-of-conduct/standards-of-conduct, together with any updates or amendments thereto notice of which has been given by the Province to the Contractor.

"**Subcontractor**" means a person described in section 12.4(a) or (b).

"**Term**" means the Initial Term and all subsequent Extension Terms of this Agreement.

"**Terminated Services**" means if this Agreement has expired or been terminated, all Services being provided under this Agreement on the Termination Date.

"**Termination Assistance Period**" has the meaning given to it in section 18.1.

"**Termination Assistance Plan**" has the meaning given to it in section 18.3.

"**Termination Date**" means the effective date of the expiry or earlier termination of this Agreement.

"**Termination Services**" has the meaning given to it in section 18.2.

"**Test Component**" has the meaning given to it in Schedule "I".

"**Third Party Hosting Provider**" has the meaning given to it in the Privacy Protection Schedule.

"**Users**" means all users approved by the Province to access and use the Software through the Hosting Services under this Agreement.

SCHEDULE "B"

SOFTWARE

1. Software

The Software is an application that enables Integrated Project Services in a software-as-a-service model. The Software consists of the following components:

[INSERT PRODUCTS AND COMPONENTS]

2. Specifications

The specifications for the Software to be supplied by the Contractor are defined and included in Schedule "G".

SCHEDULE "C"

IMPLEMENTATION

1. Configuration and Implementation

The Contractor will, starting on the Effective Date and until completion of the Implementation, perform the Implementation as described in this Schedule. The Implementation will include:

(a) set-up of the Hosting Services including the procurement, design, implementation, configuration and testing of the Hosting Services, as well as the Hosting Facility and connectivity, and the implementation and configuration of system and database software components, implementation of the Software, and loading of initial Province Data and Materials;

(b) the configuration and related work to configure the Software so that the Software conforms with the Specifications;

(c) customization of the Software;

(d) data conversion and migration;

(e) integrations to the Province Systems or systems of Other Service Providers set out in the Implementation Project Plan;

(f) testing and confirmation;

(g) implementation of the Software;

(h) testing and Acceptance;

(i) the training of Users;

(j) the roll-out the Software and Services to Users;

(k) deployment planning and execution; and

(l) the provision of the Deliverables and the management and completion of the activities and tasks set out in the Implementation Project Plan.

2. Implementation Project Plan

The Contractor shall perform the Implementation in accordance with the Project Plan developed by the Contractor and approved by the Province attached as Exhibit C1 (the "**Implementation Project Plan**"). The Implementation Project Plan, at a minimum, contains the following:

(a) details of the implementation plan, test plans, the timelines, the Deliverables and the Milestones; and

(b) the Province Responsibilities.

Any change to the Implementation Project Plan must be submitted to the Province for approval and accepted by the Province in writing.

3. Document Deliverables

[NOTE TO PROPONENTS: the document Deliverables may be adjusted during the Clarification Period depending on the Proponent's solution.]

The Contractor shall provide the following document Deliverables:

(a) technical design;

(b) test plan and terms of acceptance;

(c) logical data model;

(d) functional design;

(e) physical data model;

(f) deployment plan;

(g) transition plan;

(h) data conversion and migration plan;

(i) training plan; and

(j) the Business Continuity Plan in accordance with Schedule "J".

4. Implementation Go-Live Date

The Contractor will perform the Implementation to achieve a Go-Live Date no later than [DATE].

5. Testing and Acceptance

The parties will follow the testing and Acceptance procedures set forth in Article 6. The overall purpose of the testing and Acceptance procedures is to test that the Software and Services operate in accordance with the Specifications.

6. Implementation Reporting

The Contractor will submit to the Province a weekly report in the format required by the Province no later than 5pm Pacific Time each Friday during the implementation of the IPS as part of the Implementation that documents all deviations that occur throughout the implementation. A "deviation" means anything that impacts the cost, quality or schedule of the IPS implementation and includes risks that are caused by the Contractor or Subcontractors, and risks that are caused by the Province or contractors of the Province such as scope changes, consultant changes, errors and omissions, unforeseen conditions.

7. Province Responsibilities

(a) The Contractor acknowledges that except for the Province Responsibilities, the Contractor will have full responsibility for the Implementation, subject to the terms and conditions of this Agreement including the Implementation Project Plan.

(b) If the Contractor believes the Province is not providing or carrying out the required Province Responsibilities, then section 3.4 of the main body of this Agreement shall apply.

8. Remedies for Failure to Meet Milestone Deadlines

(a) if the Contractor becomes aware that it will or that it is likely to fail to meet a Milestone Deadline in respect of the Implementation, than section 3.6 of the main body of this Agreement shall apply.

EXHIBIT C1 – IMPLEMENTATION PROJECT PLAN

[NOTE TO PROPONENTS: The Implementation Project Plan will be completed during the Clarification Period.]

[ATTACH]

SCHEDULE "D"

HOSTING SERVICES

[NOTE TO PROPONENTS: the Province has provided Proponents with the opportunity to provide their standard service terms in conjunction with their responses to the BVNRFP. While not binding on the Province, the Province will consider the successful Proponent's standard service terms in completing this Schedule, and the Province reserves the right to adopt, include, negotiate, or reject all or any part of the standard service terms of the successful Proponent. This Schedule will be completed during the Clarification Period.]

1. Hosting Services

The Contractor shall provide the Hosting Facility and all operating systems, database management systems, hosting infrastructure software and tools, hardware, equipment, and communications equipment required to provide the Hosting Services.

2. Hosting Facility

The hosting of the Software and Province Data and Materials shall be from inside a professional Hosting Facility designed for such use. The Hosting Facility shall be equipped with access security, climate control, fire suppression, and managed power supply with UPS and generator back-up.

The Service Location of the Hosting Facility is set out in Schedule "H".

3. Environments

The Software shall be implemented in the following separate environments for access and use by the Province:

(a) Development

(b) Testing

(c) Training

(d) Production

4. Internet Connectivity

(a) The Contractor shall provide internet connectivity either itself or through an internet service provider to the switch or handover points at [INSERT]. [INSERT REQUIREMENTS FOR ANY LINK PROVIDED BY CONTRACTOR]

(b) The Province shall be responsible for internet connectivity from the switch or handover points. The Province shall, and shall ensure that its Users shall, make their own arrangements for internet access in order to access the Software when accessing the Software otherwise than at the Province's facility or facilities detailed in the Implementation Project Plan.

5. Continuing Hosting Services

The continuing Hosting Services provided by the Contractor include internet connectivity (as detailed in section 4 above), load distribution management, security services, monitoring, back-up, release management and change control, and administration services.

6. Load Distribution Management

The Contractor shall provide load-balancing services to distribute load and redundancy across application servers.

7. Monitoring Services

The Contractor shall provide, 24 hours a day and seven days a week, monitoring of the computing, operating and networking infrastructure to detect and correct abnormalities. This includes environmental monitoring, network monitoring, load-balancing monitoring, web server and database monitoring, firewall monitoring, and intrusion detection.

8. Back-Up, Archiving and Recovery Services

The Contractor shall develop the back-up schedule, perform scheduled back-ups, provide routine and emergency data recovery, and manage the archiving process.

9. Release Management and Change Control

The Contractor shall provide release management and change control services to ensure that versions of servers, network devices, storage, operating system software and utility and application software of the Hosting Services are audited and logged, and that new releases, patch releases and other new versions are implemented as deemed necessary by the Contractor to maintain the Hosting Services.

10. Administration Services

These services include the implementation and administration of additional hardware, operating system and other software, and other resources as necessary to maintain the Hosting Services.

SCHEDULE "E"

MAINTENANCE AND SUPPORT

[NOTE TO PROPONENTS: the Province has provided Proponents with the opportunity to provide their standard service terms in conjunction with their responses to the BVNRFP. While not binding on the Province, the Province will consider the successful Proponent's standard service terms in completing this Schedule, and the Province reserves the right to adopt, include, negotiate, or reject all or any part of the standard service terms of the successful Proponent. This Schedule will be completed during the Clarification Period.]

1. Definitions

"**Normal Operational Hours**" means 7:00am to 5:00pm Pacific Time, each Business Day.

2. Maintenance Events

2.1 Maintenance of the Software or of the Hosting Services that may require interruption of access to or use of the Software or the Hosting Services ("**Maintenance Events**") shall not be performed during Normal Operational Hours.

2.2 The Contractor may interrupt access to or use of the Software or the Hosting Services to perform emergency maintenance outside Normal Operational Hours during the daily window of [INSERT Pacific Time]. In addition, the Contractor may interrupt access to or use of the Software or the Hosting Services outside Normal Operational Hours for unscheduled maintenance, provided that it has given the Province at least [three] Business Days' advance notice.

2.3 Any Maintenance Events which occur during Normal Operational Hours, and which were not requested or caused by the Province, shall be considered downtime for the purpose of the uptime Service Level. The Contractor shall at all times use commercially reasonable efforts to keep any service interruptions to a minimum.

3. Maintenance

3.1 Maintenance includes all regularly scheduled error corrections, software updates and upgrades.

3.2 The Contractor shall maintain and update the Software. Should the Province determine that the Software includes a Defect, the Province may at any time file error reports.

3.3 During maintenance periods, the Contractor may upgrade versions, implement updates and error corrections, and apply patches to the Software in accordance with the following:

(a) On a monthly basis or such other interval the parties may agree, the Contractor will provide the Province with a report detailing all upgrades, updates, error corrections and patches, and any upcoming plans and proposed scheduling for outages. The release notes that Contractor provides with each release of the Software must meet this requirement.

(b) Contractor will keep the Province informed of planned [major upgrades], including by providing the Province with no less than [90 days'] advance notice.

(c) Excluding emergency security updates, Contractor will use commercially reasonable efforts to provide the Province no less than [30 days'] advanced notice, of each update that is not a [major upgrade].

(d) Upon the Province's request, Contractor will provide a copy of its then-current roadmap for development of planned upgrades and updates.

(e) The Province will have the right to set, in its discretion, the schedule for the implementation into production of any upgrades and updates, other than for any emergency security updates.

(f) Without limiting section 3.3(e), the Province will have the right to decline or defer the implementation of upgrades or updates into the production environment, including where the upgrade or update requires the Province to make any changes to its hardware or third party software.

(g) The Contractor shall be entitled to perform, as needed, emergency security updates to protect the Software and Hosting Services environment from newly identified and widespread threats to the internet or internet based services posed by worms, viruses and trojans, or to address other vulnerabilities, with little or no notice to Province. Such emergency security updates shall not require the acceptance testing process as set forth in sections 3.3(h), 3.3(i) and 3.3(j).

(h) The Contractor will successfully test all upgrades and updates before implementation, with all Software testing being performed to an agreed standard with the Province.

(i) The Contractor will manage testing of upgrades and updates within a structured testing regime which includes as a minimum: functional testing, integration testing, security testing, performance testing, regression testing of Software version compatibility. At the Province's request, the Contractor will permit representatives of the Province to observe and participate in the tests performed by the Contractor.

(j) The Province (or any Other Service Provider designated by the Province) will be entitled to perform, and the Contractor will coordinate the Contractor's testing with and assist the Province (or any Other Service Provider designated by the Province) in performing, the following testing of upgrades and updates: (A) confirmation testing of integrations to Province Systems or systems of Other Service Providers, and (B) user acceptance testing.

(k) The Contractor will maintain procedures to ensure the proper certification and acceptance of upgrades and updates after testing and such Software certification will include as a minimum: customer acceptance, design authority acceptance, test certification, and customer handover procedures.

(l) The Contractor will ensure all upgrades and updates will comply with all applicable functionality described in the Specifications, remain compatible with all applicable existing interfaces, and not cause a degradation of the performance of the Services or any Software.

3.4 The Contractor shall use all commercially reasonable efforts to avoid unscheduled downtime for Software maintenance.

3.5 The Contractor shall maintain technical support on the [two] most current [releases] of the Software.

4. Technical Support Services

4.1 The Contractor shall provide the Province with technical support services. The Province personnel named as the Province support representatives in Exhibit E1 to this Schedule ("**Province Support Representatives**") shall be authorised to contact the Contractor for technical support services. The Contractor shall provide technical support services only to that specified set of Province Support Representatives, as may be updated by the Province from time to time.

4.2 The Contractor shall provide the Contractor support representatives ("**Contractor Support Representatives**") named in Exhibit E1 to this Schedule who are assigned to the Province account. The Contractor Support Representatives shall handle support calls from the Province's Province Support Representatives and shall maintain continuity of knowledge of the Province account history. The Contractor shall use commercially reasonable efforts to provide continuity of Contractor Support Representatives.

4.3 The Contractor shall issue customer identification numbers ("**CINs**") to the Province Support Representatives, which will allow those Province Support Representatives to access Contractor technical support. Contractor technical support shall accept voicemail, e-mail and web form-based incident submittal from Province Support Representatives with valid CINs 24 hours a day, seven days a week. The Contractor technical support call centre shall accept calls for English language telephone support during Normal Operational Hours within Business Days. The Contractor shall use commercially reasonable efforts to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Province. The Contractor technical support call centre shall respond to all support requests from Province Support Representatives with valid CINs within the time periods specified below, according to priority.

4.4 The named Province Support Representatives and Contractor technical support shall jointly determine the priority of any incident, using one of following priorities:

Priority	Description	Response Time	Target Resolution Time
Priority 1	The entire access to or use of the Software or Hosting Services is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only.	Within [two] Normal Operational Hours.	[Four] Normal Operational Hours. Continuous effort after initial response and with the Province co-operation.
Priority 2	Access to or use of the Software or Hosting Services is severely degraded, or major components are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within [four] Normal Operational Hours.	Within [one] Business Day after initial response.
Priority 3	Certain non-essential features of the Software or Hosting Services are inaccessible or impaired while most major components remain accessible and functional.	Within [12] Normal Operational Hours.	Within [seven] Business Days after initial response.

Priority	Description	Response Time	Target Resolution Time
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal access to or operation of the Software or Hosting Services.	Within [24] Normal Operational Hours.	Next release of Software.

4.5 If a Priority 1 or Priority 2 incident has not been resolved within the Target Resolution Time, or if the Province is not satisfied with the progress that has been made on resolving the incident within the Target Resolution Time, the incident shall be escalated according to the following procedure:

(a) the incident shall be escalated to the [MANAGER OF CONTRACTOR TECHNICAL SERVICES]. If the incident is not resolved, then after each successive increment of the Target Resolution Time (for example [four] Business Hours for a Priority 1 incident, [one] Business Day for a Priority 2 incident), the incident shall be escalated to the [DIRECTOR OF CONTRACTOR TECHNICAL SERVICES], followed by [POSITION FOR CONTRACTOR TECHNICAL SERVICES], followed by the [President OR CEO OR CTO];

(b) the Contractor will increase the level of technical expertise to assist in resolving the incident; and

(c) the Contractor will provide a report to the Province Support Representatives of the steps taken to resolve the incident and progress made and then follow-up with regular updates until resolution of the incident is achieved.

4.6 The Contractor shall directly notify the Province Support Representatives of Maintenance Events that may affect the availability of the Software or Hosting Services.

4.7 The Province shall provide front-line support to Users who are not the designated Province Support Representatives. However, the Province's designated Province Support Representatives may contact Contractor technical support in order to report problems from Users that the Province's designated Province Support Representatives cannot resolve themselves after they have performed a reasonable level of diagnosis.

4.8 The Province shall also provide support for data integration tools and processes developed or maintained by the Province in order to connect the Software to the Province's other software and databases.

4.9 Before the Contractor or the Province makes changes to integration interfaces between the Software and the Province Systems or systems of Other Service Providers, the Contractor or the Province shall provide notice to the other in order to ensure the continued operation of any integration interfaces affected by such changes. The Contractor shall provide the Province Support Representatives, or the Province shall provide the Contractor Support Representatives, with at least [60] days' advance notice of such changes. Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. The Contractor or the Province (as applicable) shall also provide up to [15] days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces.

EXHIBIT E1 – SUPPORT REPRESENTATIVES

1. Contractor Support Representatives:

Position	Name	Contact Information

2. Province Support Representatives:

Position	Name	Contact Information

SCHEDULE "F"

SERVICE LEVELS

[NOTE TO PROPONENTS: the Province has provided Proponents with the opportunity to provide their standard service terms in conjunction with their responses to the BVNRFP. While not binding on the Province, the Province will consider the successful Proponent's standard service terms in completing this Schedule, and the Province reserves the right to adopt, include, negotiate, or reject all or any part of the standard service terms of the successful Proponent. This Schedule will be completed during the Clarification Period.

Service Levels may include such things as uptime (minimum of 99.5% uptime during core business hours and 98.3% uptime overall), incident response and problem resolution, solution performance metrics, RTO (recovery time objective of up to 1 hour), and RPO (recovery point objective of less than 2 weeks).

This Schedule will be completed during the Clarification Period.]

1. Service Levels

This Schedule: (a) identifies the Service Levels that the Contractor is required to achieve; and (b) the additional procedures, methodologies, terms and conditions that apply to the Service Levels.

2. Definitions

(a) "**Amount At Risk**" means, in respect of a Measurement Period, [INSERT %] of the aggregate amount payable by the Province to the Contractor for Fees during such Measurement Period.

(b) "**Service Level Failure**" means a failure of the Contractor to meet any Service Level.

(c) "**Service Level Weighting Factor**" means the number, expressed as a percentage, allocated to a Service Level, provided that the aggregate of all such numbers allocated to Service Levels does not exceed the Pool Percentage Available for Allocation.

(d) "**Service Levels**" means the service measurement concepts and criteria, and corresponding performance level targets to be achieved by the Service Provider in respect of the Software and Services, as set out in Exhibit F1.

(e) "**Measurement Period**" means with respect to a Service Level, the period of time identified as the "Measurement Period" for such Service Level, as set out in Exhibit F1.

(f) "**Pool Percentage Available for Allocation**" means two hundred and fifty percent (250%), which represents the maximum aggregate amount of percentage points available for allocation by the Province as Service Level Weighting Factors.

(g) "**Service Level Credit**" means the amount calculated pursuant to section 5(b).

3. Service Level Monitoring and Measurement

(a) Monitoring of the Services

The Contractor will establish and maintain in place, at all times, appropriate policies and procedures to monitor and evaluate the achievement of the Service Levels during the applicable Measurement Periods. The Contractor will give notice to the Province immediately if the Contractor knows or ought to know that the Contractor has failed or will fail to achieve a Service Level.

(b) Measurement and Reporting of Service Levels

(i) The Contractor will measure all data required by the Province to determine the Contractor's performance of the Service Levels. Without limiting the foregoing, the Contractor will keep complete and accurate logs of all such data for no less than 18 months after the year in which they were collected, and will provide the Province with access to such logs forthwith upon the Province's request.

(ii) On or before the fifth Business Day of each calendar month, the Contractor will deliver to the Province a report, in a form and format approved by the Province, containing (a "**Monthly Performance Report**"):

(A) for each Service Level and with respect to the immediately preceding calendar month, all data relating to the measurement of the Service Level during the applicable month;

(B) for each Service Level during the immediately preceding calendar month, details of the Contractor's performance as measured against the Service Levels during the applicable month;

(C) details of any Excusable Event that the Contractor believes has impacted the Service Levels during the applicable month; and

(D) any other information requested by the Province from time to time.

4. Failure to Meet Service Levels

(a) Service Level Failures and Credits

(i) Subject to section 4(b), if the Contractor fails to deliver any Service Level at a level which meets or exceeds the applicable Service Level, then the Contractor will refund or credit, as applicable, to the Province the Service Level Credit calculated pursuant to section 5(b) of this Schedule "F" in order to compensate the Province in part for the reduced value of the Software and Services actually provided by the Contractor (and not as a penalty or exclusive liquidated damages) including as contemplated under section 6 of the *Transportation Act*.

(ii) Service Level Credits will be aggregated for all missed Service Levels in the applicable Measurement Period.

(iii) The Contractor recognizes that its failure to meet a Service Level will have a material adverse impact on the operations of the Province and that damages resulting from the Contractor's failure to meet a Service Level may not be capable

of precise determination. The Contractor agrees that the Service Level Credits are only partial compensation for the damage that may be suffered by the Province as a result of the Contractor's failure to meet any Service Level (and not as a penalty or exclusive liquidated damages), including as contemplated under section 6 of the *Transportation Act*, and that payment of any Service Level Credit is without prejudice to any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, however if the Province recovers monetary damages from the Contractor as a result of an event also giving rise to a Service Level Credit, the Contractor will be entitled to set off against such damages any such Service Level Credit.

(iv) The Contractor agrees that it is obligated to meet all Service Levels, even if no remedy for a failure to meet such Service Level is expressly provided in this Agreement.

(b) Excusable Events

The Contractor will not be responsible for any Service Level Failure to the extent that the parties agree that such Service Level Failure is solely and directly attributable to the Province or its Other Service Providers acting on behalf of the Province (excluding the Contractor and any of the Contractor's Subcontractors) (an "**Excusable Event**"). If the Contractor believes that an Excusable Event has occurred, the Contractor will advise the Province of this belief and of its reasons for this belief in the next Monthly Performance Report and the Contractor Project Manager and the Province Contract Manager will discuss whether or not an Excusable Event did in fact occur and, if the parties agree that an Excusable Event did occur, what adjustments will be made, if any, to the calculation of the Contractor's performance of the affected Service Levels.

5. Service Level Credit Methodology

(a) Assignment of Service Level Weighting Factors

(i) The Province may, at any time during the Term, and in its discretion, assign one or more percentage points (based on specified performance ranges) to any one or more of the Service Levels to be the "Service Level Weighting Factor" for such Service Levels by providing notice of such assignment to the Contractor.

(ii) The initial Service Level Weighing Factor for each Service Level will be those set out in Exhibit F1.

(iii) Commencing in respect of the first Measurement Period following the Measurement Period during which the Contractor receives a notice from the Province in accordance with section 5(a)(i), the Service Level Weighting Factor(s) assigned to each Service Level in the notice will thereafter be the Service Level Weighting Factor(s) for such Service Level, and Exhibit F1 will be deemed to be amended to assign such Service Level Weighting Factor(s) to such Service Level.

(iv) If the Province does not assign any Service Level Weighting Factors to the Service Levels, then each Service Level will be deemed to have an equal Service Level Weighting Factor.

(b) Formula for Calculating Service Level Credit

For each Service Level Failure that occurs for which the Province is entitled to a Service Level Credit, the amount of the corresponding Service Level Credit will be calculated by the Province in accordance with the following formula:

Service Level Credit = A x B, where

A = the Service Level Weighting Factor for the Service Level in respect of which the Service Level Failure occurred; and

B = the Amount At Risk

The Province may not earn more than the Amount At Risk in Service Level Credits in any single month.

(c) Multiple Service Level Failures

If more than one Service Level is subject to a Service Level Failure in a single month, the sum of the corresponding Service Level Credits will be credited to the Province, provided that the maximum amount credited to the Province in respect of Service Level Failures in any single month will not exceed the Amount At Risk.

6. Changes to Service Levels

The parties may agree to modify, add, delete or otherwise make Changes to the Service Levels in accordance with the Change Order Process (other than changes to the assigned Service Level Weighting Factors, which may be made in accordance with section 5 of this Schedule).

EXHIBIT F1 – SERVICE LEVELS TABLES

Reference Number:	
Service Level Name:	
Service Level Requirement:	
Definitions:	
Measurement Period:	
Formula:	
Frequency of Calculation:	
Service Level Weighting Factor:	

[NOTE TO PROPONENTS: the Province has provided Proponents with the opportunity to provide their standard service terms in conjunction with their responses to the BVNRFP. While not binding on the Province, the Province will consider the successful Proponent's standard service terms in completing this Schedule, and the Province reserves the right to adopt, include, negotiate, or reject all or any part of the standard service terms of the successful Proponent. This Schedule will be completed during the Clarification Period.

Service Levels may include such things as uptime (minimum of 99.5% uptime during core business hours and 98.3% uptime overall), incident response and problem resolution, solution performance metrics, RTO (recovery time objective of up to 1 hour), and RPO (recovery point objective of less than 2 weeks).

This Schedule will be completed during the Clarification Period.

There will be a Service Level Table for each Service Level.]

SCHEDULE “G”

SPECIFICATIONS

[ATTACH]

SCHEDULE "H"

SERVICE LOCATIONS

#	Service Location	Services Provided at or from Service Location
1.	[ADDRESS OR IF A CLOUD PROVIDER, NAME OF CLOUD PROVIDER AND GEOGRAPHIC REGION OF CLOUD SERVICE]	Hosting Facility
2.	[ADDRESS OR IF CLOUD PROVIDER, NAME OF CLOUD PROVIDER AND GEOGRAPHIC REGION OF CLOUD SERVICE]	Disaster Recovery Facility
3.	[ADDRESS]	Maintenance and Support
4.	[ADDRESS]	[INSERT ANY OTHERS]

SCHEDULE "I"

TESTING AND ACCEPTANCE

1. Definitions

(a) "**Test Component**" means any Deliverable or Service identified as a Test Component in a Project Plan.

(b) "**Testing Period**" means, in connection with the testing conducted by the Province pursuant to section 3 below, the period of time set out for such purpose for the Test Component in a Project Plan.

2. Testing by the Contractor, Contractor Test Materials and Notice of Readiness

(a) For each Test Component, on or prior delivery to the Province of the Test Component, the Contractor will complete internal testing, including unit, function, stress, volume, system, integration, capacity, performance, operability, failover and disaster recovery planning testing, where applicable, of the Test Component that is sufficient to ensure that the Test Component: (i) conforms to and performs in accordance with the applicable Specifications and Services description; and (ii) is ready for the Province to conduct testing pursuant to section 3 below. The Contractor will develop automated tests and endeavour to use automated testing tools for testing where possible. At the Province's request, the Contractor will permit representatives of the Province to observe and participate in the internal tests performed by the Contractor in accordance with this section 2(a).

(b) The Contractor will provide to the Province copies of the following (collectively, the "**Contractor Test Materials**"):

(i) all test plans and test scripts used to perform the testing conducted pursuant to section 2(a);

(ii) entry and exit criteria for all tests;

(iii) a report setting out:

(A) the number of planned tests and the number of actual tests, along with an explanation for any variance between the planned and actual number; and

(B) the detailed requirement(s) addressed by each test, and the extent to which the test addressed those requirements;

(iv) all related test results; and

(v) any other information that the Province requests in order for the Province to verify and assess the Test Component or the testing performed by the Contractor.

(c) The Contractor will perform all obligations of the Contractor set out in this Agreement to deliver and implement the Test Component so that it is ready for the Province to conduct testing pursuant to section 3 below.

(d) Following the Contractor's completion of the obligations set out in sections 2(a), (b) and (c) above, the Contractor will deliver to the Province a written notice of readiness ("**Notice of Readiness**").

(e) Following receipt by the Province of a Notice of Readiness, the Province will notify the Contractor whether it accepts or rejects the Notice of Readiness. The Province will have the right to reject a Notice of Readiness if the Province determines that: (i) the Contractor has not complied with all of the obligations set out in sections 2(a), (b) and (c) above (including if the Province determines that the testing performed by the Contractor pursuant to section 2(a) above was insufficient); or (ii) the Contractor Test Materials indicate that the Test Component fails to conform to or perform in accordance with the applicable Specifications or Services description. If the Province rejects a Notice of Readiness, the Contractor will correct the testing and the Test Component and re-perform the obligations set out in sections 2(a), (b), (c) and (d) above. The procedure described in this section 2(e) for acceptance of the Notice of Readiness will continue until such time as the Province notifies the Contractor that it accepts the applicable Notice of Readiness.

(f) The Contractor will not perform any testing in the production environment used by the Province without as much notice as is required by the Province and the prior written consent of the Province.

3. Testing by the Province

(a) Following the acceptance by the Province of a Notice of Readiness in accordance with section 1, the Contractor will provide all implementation, training (which may include training of Province employees or employees of Other Service Providers) and other Services set out in a Project Plan or otherwise required to enable the Province to conduct testing of each Test Component pursuant to this section 3.

(b) Upon completion by the Contractor of the obligations set out in section 3(a), the Province (or any Other Service Provider designated by the Province) will be entitled to conduct the following testing during the applicable Testing Period:

(i) Confirmation Testing: the testing of the Test Component to confirm that the Test Component conforms to the requirements of the applicable Specifications, including testing designed to confirm that all applicable Deliverables are configured correctly and integrated with the processes, controls, interfaces and Province Systems of the Province and systems of Other Service Providers, smoke testing, and any function testing that is applicable to the Test Component or required by the Province, followed by;

(ii) User Acceptance Testing: the testing of the Test Component, including process, functionality, load, scalability, regression, usability and performance testing (which may, for greater certainty, include testing by consultants, user surveys, focus groups or other forms of testing, including testing with Users), that the Province, in its discretion, requires to determine whether the Test Component conforms to and performs in accordance with the requirements set out in the applicable Specifications). Such User Acceptance Testing may include, at the Province's option: (A) the operation of the Test Component in a live production environment (including the integration and operation of the Test Component in a live production environment with the Province Systems and systems of Other Service Providers); and (B) the performance by the Contractor of all Services

relating to such Test Component to the extent required in order to determine whether the Test Component conforms to and performs in accordance with the applicable Specifications and Services description, and that the Contractor is capable of providing the Test Component and related Services in accordance with this Agreement.

(c) The Contractor will establish, host, support and maintain a test environment in respect of the Software and Services and provide the Province (or its Other Service Providers) with physical or remote access to such test environment.

(d) The Contractor will comply with any additional obligations relating to the testing of Test Components set out in a Project Plan.

4. Failure to Pass Tests

(a) If the Province determines that all or any part of any Test Component (or, if applicable, any previously delivered Test Component or previously performed Service tested as part of section 3 above for such Test Component) fails to pass any testing by the Province pursuant to section 3 above, the Province will deliver to the Contractor a failure notice ("**Failure Notice**"), which will include a description of the reasons for the failure to pass the testing. The Province and the Contractor will mutually agree upon a process for the prompt and regular delivery to the Contractor of Failure Notices to facilitate the correction of such failures by the Contractor as soon as reasonably possible.

(b) Upon receipt of a Failure Notice, the Contractor will immediately begin to make the necessary corrections and will engage in all activities required to comply with the obligations set out in sections 2(a), 2(b), 2(c) and 2(d) above as soon as possible and, in any event, no later than 10 Business Days (or such other period as specifically set out in a Project Plan under which the applicable Test Component is delivered or as the parties may mutually agree) following receipt by the Contractor of the Failure Notice. Upon the completion by the Contractor of the activities described in the preceding sentence and acceptance by the Province of the new Notice of Readiness, the Province will be entitled to resume testing in accordance with section 3 above. The provisions of section 3 and this section 4 will apply to any such additional testing.

5. Acceptance

(a) Acceptance of a Test Component ("**Acceptance**") (if any) will occur only upon the delivery by the Province to the Contractor of a signed acceptance notice ("**Acceptance Notice**"). For greater certainty, the use by the Province of all or any part of any Test Component in a live production environment will not constitute Acceptance and the Province may so use all or any part thereof without waiving or otherwise affecting any rights that it has hereunder.

(b) The Province will promptly deliver an Acceptance Notice to the Contractor in respect of a Test Component if the Province determines, in its discretion, that the Test Component:

(i) conforms to and performs in accordance with the applicable Specifications and Services description;

(ii) is integrated with the processes, controls, interfaces and Province Systems and the systems of Other Service Providers and, where applicable, is fully

documented such that the anticipated end user can utilize the functionality of such Test Component; and

(iii) meets any other criteria mutually agreed to by the parties.

(c) The Acceptance by the Province of a Test Component will not preclude the Province from delivering a Failure Notice or from otherwise refusing to provide Acceptance of any subsequently delivered Test Component on the basis that any Test Component in respect of which the Province has provided its Acceptance does not meet the applicable criteria for Acceptance set out in section 5(b) above when tested as part of the subsequently delivered Test Component.

6. Repeated Failure to Fix Failure Identified in a Failure Notice

If the Province delivers to the Contractor a third Failure Notice relating to the same Test Component, then without the requirement for the Province to resort to the dispute resolution process set out in section 19.2 and without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Contractor will reimburse the Province for all internal and external costs and expenses incurred by the Province in connection with any subsequent testing by the Province pursuant to section 3 above in respect of such Test Component.

7. Failure to Meet Test Component Completion Deadline or Acceptance Deadline

If Acceptance of any Test Component has not occurred on or before the applicable date that is identified in a Project Plan as the Acceptance deadline for such Test Component (being the Milestone Deadline for such Acceptance), then the provisions of section 3.6 of the main body of this Agreement will apply to such failure.

8. Contractor Testing Tools

The Contractor will provide access to, and permit the Province to use, the Contractor's proprietary or licensed testing tools (including automated testing tools) for the purpose of supporting the Province's testing pursuant to section 3 above of Test Components.

SCHEDULE "J"

BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Definitions

"**Business Interruption**" means any crisis, disaster, outage, emergency, or other event, whether anticipated or unanticipated, including a Force Majeure, that has the potential to have a material impact on Contractor's ability to provide any material part of the Services for any material period of time.

2. Compliance with Business Continuity Plan

At the Contractor's cost and expense, the Contractor will maintain a business continuity and disaster recovery plan that meets the minimum business continuity and disaster recovery requirements set out in this Schedule and is consistent with business continuity and disaster recovery plan described in the Contractor's response to the RFP (the "**Business Continuity Plan**"). The Contractor will comply with the Business Continuity Plan. Upon the Province's request, the Contractor will provide to the Province a copy of the Business Continuity Plan.

3. Notice

The Contractor will immediately notify the Province upon the occurrence of any event that may cause a Business Interruption or other events that might impact the Contractor's performance of the Services in accordance with this Agreement, including the Service Levels.

4. Business Interruption

Upon the occurrence of a Business Interruption, as determined in the Province's discretion, the Contractor will restore the Services in accordance with the Business Continuity Plan.

5. Maintenance of Business Continuity Plan

The Contractor will regularly review and update the Business Continuity Plan, including all required updates in response to any material Change in the Services or delivery of the Services, and no less than once every 12 months, the Contractor will conduct a scheduled Business Continuity Plan maintenance review with the Province. The Contractor will consult with the Province regarding any updates to the Business Continuity Plan and will not make any changes to the Business Continuity Plan (including the location of any back-up sites) without obtaining the prior written consent of the Province. The Contractor will provide the Province with each updated version of the Business Continuity Plan when updated. Where the Province identifies any areas where improvement in the Business Continuity Plan is required (if any), the Contractor will promptly implement the improvements.

6. Testing of Business Continuity Plan

The Contractor will implement a Business Continuity Plan testing process as follows:

(a) the Contractor will test the Business Continuity Plan no less than once every 12 months (or more frequently if required by the Province) and will promptly deliver the test results to the Province;

(b) the Contractor will, together with the Province, ensure that the breadth and depth of testing activities are commensurate with the importance of the Services being provided to the Province;

(c) upon request, the Contractor will allow the Province to participate in tests of the Business Continuity Plan; and

(d) the Contractor will promptly notify the Province as soon as possible of any Business Continuity Plan deficiencies or failures and will promptly remediate the cause of the deficiencies or failures (and the Province may require the Contractor to retest to ensure successful remediation).

7. Minimum Requirements

The Business Continuity Plan will be in writing and include, with detail appropriate for the Services, complexity of the Software solution and probability of occurrence the following minimum requirements:

(a) a description of the persons, roles, responsibilities, procedures and processes required to:

(i) provide a coordinated approach in managing incident response activities at the time of any Business Interruption; and

(ii) recover operations and services (including the Services) at the time of any Business Interruption;

(b) a description of any provided failover capability;

(c) a crisis management plan consisting of communication and escalation processes applicable in the event of a Business Interruption, including the Contractor's:

(i) internal communication and escalations procedures(s); and

(ii) external communication and escalation procedures to the Province;

(d) measures for minimizing:

(i) the loss or failure of the Contractor's required resources, including systems, data, hardware, Software, facilities and the Contractor Personnel;

(ii) cost; and

(iii) duration of a Business Interruption;

(e) measures for protecting the Province's business operations and assets and ensuring continuity of the Services in the event of a Business Interruption;

(f) measures to ensure that the Province has ready access to its assets, the information and documentation; and

(g) a process for restoring the Services to full functionality, including configuration settings such that the applicable configuration settings are restored automatically (without the

need for manual creation or re-entry) in accordance with the Specifications and Service Levels after a Business Interruption has occurred within a time frame provided for therein or as otherwise required by this Agreement.

8. Compatibility with Province Plans

At the Province's request, the Contractor will take all steps necessary to ensure that the Business Continuity Plan is compatible with the Province's disaster recovery and business continuity plans.

9. Allocation of Resources

Without limiting the Contractor's obligations under this Agreement, whenever a Business Interruption causes the Contractor to allocate limited resources among the Contractor's customers, the Contractor will not take resources used to provide the Services to the Province and re-deploy them to provide services to other Contractor clients without the consent of the Province. When allocating additional resources as a result of a Business Interruption, the Contractor will treat the Province no less favourably than any of its other customers in the allocation of such resources.

10. Contractor Emergency Contact Information

Within five Business Days following the Effective Date, the Contractor will provide the Province with emergency contact information (including out of office contact information) for the Contractor Personnel equipped with the appropriate training and experience to assist the Province in the event of a Business Interruption and keep the contact information up to date and incorporate it into the Business Continuity Plan.

SCHEDULE "K"

REPORTING REQUIREMENTS

1. The Contractor will provide the Province with the following reports:

   (a) those reports required under the terms of this Agreement, including those reports described in Exhibit K1 in the form and format and at the frequencies provided therein;

   (b) such additional reports pertaining to the performance of the Software and Services and the Contractor's other obligations under this Agreement that are sufficient to permit the Province to monitor and manage the Contractor's performance, as the Province may identify from time to time to be generated and delivered by the Contractor on an ad hoc or periodic basis.

2. The Contractor will provide support to the Province for the production of reports that are required to be delivered internally within the Province. The Contractor will support the gathering of the information for design and production of Province reports. The Province reports known at the Effective Date include the following:

   (a) Office of the Comptroller General reporting obligations as set out in relevant policies standards including:

      (i) *Financial Administrative Act*, and

      (ii) CPPM (includes budgeting forecast requirements);

   (b) *Auditor General Act* reporting obligations as set out in relevant policies standards;

   (c) privacy reporting obligations as set out in related legal, regulatory and policy (e.g., *FIPPA*) including:

      (i) adherence to security standards, and

      (ii) freedom of information reporting requirements;

   (d) IM/IT Standards;

   (e) The Province's Risk Management Branch policies and standards;

   (f) reporting on the success of the relationship and realization of benefits for the following:

      (i) Treasury Board,

      (ii) Cabinet,

      (iii) Office of the Auditor General,

      (iv) Office of the Comptroller General,

      (v) the public, and

      (vi) the Ministry of Transportation and Infrastructure.

EXHIBIT K1 – REPORTS

#	Report Description	Due Date / Frequency
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		

SCHEDULE "L"

KEY PERSONNEL AND SUBCONTRACTORS

[***NOTE TO PROPONENTS: This Schedule "L" will be based upon the successful Proponent's Proposal and completed during the Clarification Period.***]

Key Personnel

Role	Staff Member	Percentage Allocation of Working Time (Implementation)	Percentage Allocation of Working Time (day to day Maintenance Support or Hosting Services)
[INSERT ROLES FROM BVNRFP]			
Contractor Project Manager			
Lead Solution Analyst			
Solution Architect			

Approved Subcontractors

Name of Approved Subcontractor	Services for which Province Approval Granted

SCHEDULE "M"

FEES

[***NOTE TO PROPONENTS: This Schedule "M" will be based upon the successful Proponent's Proposal and completed during the Clarification Period.***]

1. Implementation Fees

[INSERT AMOUNTS AND PAYMENTS TERMS. IMPLEMENTATION FEES TO BE PAID IN MILESTONE PAYMENTS BASED ON ACHIEVEMENT OF MILESTONES COMMENSURATE WITH PROGRESS AND COMPLETION OF THE IMPLEMENTATION]

2. Subscription Fees for Software, Hosting Services and Maintenance and Support

[INSERT AMOUNTS AND PAYMENTS TERMS]

[INSERT ANY ADJUSTMENTS DURING THE TERM OR EXTENSION TERM]

3. Billing Detail

(a) The Contractor will forward all invoices to the Province [@INSERT INVOICE RECIPIENT TITLE AND ADDRESS].

(b) The Contractor will ensure that all invoices contain, at a minimum, the following details:

(i) the Contractor's legal name, billing address and contact information for payment purposes;

(ii) the date of the invoice;

(iii) the contract number assigned by the Province to this Agreement;

(iv) the invoice number;

(v) a description of the completed Milestone to which the invoice relates and/or a description of the Services performed and Deliverables completed by the Contractor during a particular invoicing period (as applicable);

(vi) a calculation of all applicable taxes payable by the Province in relation to the Services; and

(vii) any other billing information requested by the Province.

(c) Fees set out in this Schedule "M" are exclusive of Goods and Services Tax and Provincial Sales Tax.

4. Maximum Fees

The maximum amount payable by the Province to Contractor for the Fees will be [INSERT.] (exclusive of any applicable taxes).

5. Expenses

The Province is not responsible for any expenses or disbursements incurred by the Contractor, including any travel expenses, unless (a) approved in writing by the Province in advance of being incurred, and (b) permitted under the applicable Project Plan or Change Order and in accordance with the terms and limits in the Province's expense policy. All invoiced expenses must have the actual, original receipts, or legible photocopies thereof, attached to the invoice and Contractor will show expenses as a separate line item in its invoices to the Province.

EXHIBIT M1 – RATE CARD

[ATTACH]

SCHEDULE "N"

PRIVACY PROTECTION SCHEDULE

PRIVACY PROTECTION SCHEDULE FOR CLOUD SERVICES

Definitions

1. In this Schedule,

   (a) "**access**" means disclosure by the provision of access;

   (b) "**Act**" means the *Freedom of Information and Protection of Privacy Act*;

   (c) "**Agreement**" means the agreement between the Province and the Contractor to which this Schedule is attached;

   (d) "**Business Day**" means a day, other than a Saturday or Sunday, on which provincial government offices are open for regular business in British Columbia;

   (e) "**contact information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;

   (f) "**Contractor**" means the person retained to perform the services under the Agreement;

   (g) "**personal information**" means recorded information about an identifiable individual, other than contact information, collected, created or accessible by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;

   (h) "**privacy course**" means the Province's online privacy and information sharing training course or another course approved by the Province;

   (i) "**service provider**" means a person retained under a contract to perform services for a public body; and

   (j) "**Third Party Hosting Provider**" means a third party that provides a platform or hosting service through which the Contractor delivers the services under the Agreement and to whom personal information is not accessible and as such, for the purposes of this Schedule, is not considered a subcontractor.

Purpose

2. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and

   (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Acknowledgements

3. The Contractor acknowledges and agrees that:

   (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information; and

   (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor or a Third Party Hosting Provider is and remains under the control of the Province.

Personal Information – Access and Collection

4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only access, collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

5. The Contractor must collect personal information directly from the individual the information is about unless:

   (a) the Province provides personal information to the Contractor;

   (b) the Agreement otherwise specifies; or

   (c) the Province otherwise directs in writing.

6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the title, business address and business telephone number of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. Where personal information is collected by the Contractor directly from the individual the information is about, the Contractor must make every reasonable effort to ensure the accuracy and completeness of any such information to be used by the Contractor or the Province to make a decision that directly affects that individual.

Requests for Access to Personal Information

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

Correction of Personal Information

11. Where personal information is collected by the Contractor directly from the individual the information is about, the Contractor will comply with sections 12 to 15, inclusive, of this Schedule, as applicable.

12. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.

13. When issuing a written direction under section 12, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 14.

14. Within 5 Business Days of correcting or annotating any personal information under section 12, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.

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

Protection of Personal Information

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

Storage of and Access to Personal Information

17. Unless the Province otherwise directs in writing or as otherwise set out in this Schedule, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

18. The Contractor will not authorize or assist a Third Party Hosting Provider to access any personal information without the prior written approval of the Province.

19. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

21. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

23. The Contractor must not disclose personal information outside Canada except where such disclosure:

    (a) is permitted by the Act and

        (i) the Agreement otherwise specifies, or

        (ii) the Province otherwise directs in writing; or

    (b) is necessary to provide the services under the Agreement, and

        (i) is authorized under section 33.1(1)(p) of the Act to install, implement, maintain, repair, trouble shoot or upgrade an electronic system or equipment that includes an electronic system and where any resulting access and storage is temporary and limited to the minimum period of time necessary for that purpose.

24. Where disclosure of personal information outside of Canada is authorized under this Schedule, the Contractor will, in relation to any such disclosure, maintain a record of the following, as applicable:

    (a) the reason for such disclosure, including where applicable the specific system failure that prompted such disclosure;

(b) the date and time at which the personal information was first accessed or disclosed outside of Canada;

(c) the date and time at which such access ceased or the date and time at which the access will be expected to cease;

(d) if available, what personal information has been disclosed;

(e) the person(s) who may have had access to the personal information;

(f) such other records as the Province may direct in writing.

The Contractor will promptly provide such records to the Province upon request.

Metadata

25. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:

(a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

(b) remove or destroy individual identifiers, if practicable.

Notice of Foreign Demands for Disclosure

26. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act. In addition to any obligation the Contractor has to provide a notification under section 30.2 of the Act, if in relation to personal information, the Contractor:

(a) receives a foreign demand for disclosure;

(b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

(c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act.

27. If the Contractor receives a demand or request described in section 26(a) or (b), the Contractor must, in addition to notifying the Province as required by section 26:

(a) use its best efforts to direct the party making the demand or request to the Province;

(b) provide the Province with reasonable assistance if the Province wishes to contest the demand or request; and

(c) take reasonable steps to challenge the demand or request, including by presenting evidence with respect to:

(i) the control of personal information by the Province as a "public body" under the Act;

(ii) the application of the Act to the Contractor as a service provider to the Province; and

(iii) the conflict between the Act and the demand or request; and

(iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the demand or request.

Notice of Unauthorized Disclosure

28. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.2 of the Act.

Compliance with the Act and Directions

29. The Contractor must in relation to personal information comply with:

(a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act; and

(b) any direction given by the Province under this Schedule.

30. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

31. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

33. 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

34. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

35. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.

36. This Schedule will supersede and replace any Privacy Protection Schedule attached to any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement.

37. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

38. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

39. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

SCHEDULE "O"

CLOUD SECURITY SCHEDULE

March 2020

If a provision of the main body of the Agreement conflicts with a provision of this Schedule, then unless expressly stated otherwise within the Agreement, the provision of this Schedule will prevail to the extent of such conflict.

1. Definitions

In this Schedule,

(a) "**Cloud Services**" means services made available to users on demand via the Internet that are characterised by resource pooling, rapid elasticity and measured services with broad network access. Cloud Services include Software as a Service, Platform as a Service and Infrastructure as a Service, as such terms are understood pursuant to definitions provided by the National Institute of Standards and Technology (NIST).

(b) "**Industry Best Practice**" means best practices commonly recognized in the IT industry from time to time and applicable to the protection and security of sensitive information of a nature similar to Protected Information against unauthorised access, disclosure or use, or any unauthorized attempts to access, disclose or use such information.

(c) "**Protected Information**" means any and all of:

(i) "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, British Columbia;

(ii) information and records of information the Contractor is required to treat as confidential under the Agreement; and

(iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked by the Province as "Protected Information" or the Province otherwise instructs the Contractor that the record is "Protected Information" under the Agreement.

(d) "**Province Information**" means information of the Province, including without limitation any Protected Information, that is disclosed to the Contractor, accessed by the Contractor or collected by the Contractor in relation to the Services and includes any information derived therefrom.

(e) "**Services**" means the services provided by the Contractor to the Province under the Agreement and includes, if applicable, any Cloud Services.

(f) "**Systems**" means any systems, subsystems, equipment, devices, infrastructure, networks, hardware and software used in connection with the Services, including for managing, operating or providing the Services.

2. Applicability

For greater clarity, unless otherwise specified in the Agreement, the terms and conditions of this Schedule apply to the provision of all Services by the Contractor, its subcontractors and their respective personnel. Any reference to Contractor herein will include all subcontractors, Contractor personnel and subcontractor personnel, as applicable.

3. Industry Best Practice

The Contractor must have in place and maintain security controls to protect Protected Information that conform to commonly accepted industry norms that a prudent operator providing similar services would have implemented. Without limitation, the Contractor will perform its obligations under this Schedule in a manner that best conforms to Industry Best Practice.

4. Compliance and Certifications

Compliance and certification requirements will depend on the type of service provided by the Contractor.

(a) For Cloud Services, the Contractor must at all times satisfy at least one of the following security standards:

(i) compliance requirements identified for a Cloud Service Provider, in the Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM); or

(ii) compliance requirements identified for a Cloud Service Provider, in the US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems; or

(iii) certification with ISO/IEC 27001 based on requirements for a Cloud Service Provider controls in ISO/IEC 27017:2015; or

(iv) certification with Cloud Security Alliance (CSA) – Level 2 CSA STAR;

(b) For all other Services that are not cloud services, the Contractor must satisfy:

(i) certification with ISO/IEC 27001 based on requirements for Information Technology controls in ISO/IEC 27002:2013; or

(ii) applicable Province IM/IT standards accessible at https://www2.gov.bc.ca/gov/content/governments/services-forgovernment/policies-procedures/im-it-standards

5. Attestation of Compliance and Certification of Services

To verify compliance with, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services), the Contractor must provide the Province with satisfactory evidence, by way of independent third-party attestation from a reputable information systems auditor, that any Services provided by the Contractor or used by the Contractor in connection with the Services satisfy and comply with at least one of the security standards set forth in, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services).

6. Access Control

With respect to the access, by any Contractor personnel, to any part of the Contractor's Systems that may contain Province Information, the Contractor must:

(a) implement access control policies and procedures that address onboarding, offboarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;

(b) identify and segregate conflicting duties and areas of responsibility, such as separation of duties;

(c) maintain a current and accurate inventory of computer accounts;

(d) review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;

(e) enforce principles of "least privilege" and "need to know";

(f) review user access rights on a regular basis to identify excessive privileges;

(g) enforce a limit of logon attempts and concurrent sessions.

7. Authentication

Where the Contractor manages user authentication controls for Contractor personnel, the Contractor must:

(a) enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) require regular change of passwords at predetermined intervals, and which limit reuse; and

(c) require multi-factor authentication for privileged access.

8. Security Awareness

(a) The Contractor must ensure that all persons employed or retained to perform the Services receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Contractor's obligations under this Schedule.

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

9. Log Generation and Retention

The Contractor must:

(a) generate and retain logs that are sufficiently detailed to determine who did what and when for a period of 90 days online;

(b) provide real time access to logs;

(c) provide the technical capability to forward the logs to the Province; and

(d) correlate, monitor, and alert on logs.

10. Investigations Support and Security Investigations

The Contractor must:

(a) retain investigation reports related to a security investigation for a period of 2 years after the investigation is completed or provide to the Province for retention;

(b) provide reasonable investigative support to the Province;

(c) maintain chain of custody for evidence;

(d) support e-discovery; and

(e) maintain legal holds to meet needs of investigations and judicial requests.

11. Network Time Protocol

Systems used by the Contractor or any subcontractor in the provision of Services must synchronise time with a stratum-2 (or higher time) reliable source.

12. Vulnerability Scan/Penetration Testing

The Contractor must conduct regular:

(a) vulnerability scans;

(b) web application scans; and

(c) penetration tests.

13. Configuration and Patch Management

The Contractor must:

(a) have an information security policy based on recognized industry standards;

(b) apply system hardening methods in securing Contractor Systems;

(c) logically isolate and encrypt Province Information;

(d) ensure workstations and servers used in management and provisioning of the Services are patched and secured with anti-malware protection;

(e) remedy vulnerabilities in a timely manner according to criticality;

(f) patch all systems and software regularly according to industry best practices; and

(g) use secure coding practices when developing applications and application programming interfaces.

14. Business Continuity, Disaster Recovery, and Backup Plans

The Contractor must:

(a) have a business continuity plan and a disaster recovery plan;

(b) conduct backups of critical data; and

(c) review and test business continuity, disaster recovery, and backup plans and procedures regularly.

15. Incident Response and Management

The Contractor must:

(a) have an incident management plan and an incident response plan; and

(b) review and test both incident management and incident response plans annually.

16. Notifications of Breaches

The Contractor must notify the Province within 24 hours of the Contractor's identification of a breach or incident that has affected, or may affect, Province Information.

17. Notifications of Changes

The Contractor must notify the Province of any changes to the Contractor's security policies, procedures or agreements that may materially lower the security of Province Information.

18. Asset Management and Disposal

The Contractor must

(a) maintain an inventory of Province Information assets;

(b) use secure methods when disposing of Province Information Assets, and

(c) maintain records of Province Information asset disposals.

19. Physical Security

The Contractor must:

(a) develop, document, and disseminate a physical and environmental protection policy;

(b) regularly review and update its current physical and environmental protection policy and procedures; and

(c) review physical access logs at least once monthly.

20. Threat and Risk Assessments

The Contractor must:

(a) conduct threat and risk assessments on any part of the Contractor's Systems that is new, or has been materially changed since the last threat and risk assessment was conducted; and

(b) support the Province in completing Security Threat and Risk Assessments.

21. Security Screening

The Contractor must:

(a) screen all Contractor personnel prior to Contractor authorizing access to Province or Contractor Systems;

(b) conduct criminal record checks on all Contractor personnel who have access to any Province or Contractor Systems;

(c) make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws; and

(d) require all Contractor personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law.

22. Supply Chain

The Contractor must ensure that its suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.

23. Encryption

The Contractor must:

(a) implement and maintain encryption of Province Information while at rest and in transit;

(b) offer the Province the technical capability of cryptographic key management to allow the Province to manage encryption keys in relation to Province Information at rest and in transit;

(c) not hold or have access to encryption keys if such encryption keys are managed by the Province to encrypt Province information at rest or in transit; and

(d) not provide encryption keys used to secure Province Information to a third party or the ability to break such encryption.

24. Isolation Controls and Logical Isolation of Data

The Contractor must:

(a) implement and maintain the logical isolation of Province Information, even in the case of equipment or technology failure;

(b) implement, where supported by available technology, the logical isolation of audit records related to Province Information and activities, even in the case of equipment or technology failure; segregate tenancy traffic from management network traffic; and

(c) not use Protected Information for test or development purposes without the written approval of the Province.

25. Technical Controls

The Contractor must:

(a) implement firewalls, web application firewalls, distributed denial of service, and intrusion prevention systems to control traffic flow to and from the Contractor's Systems; and

(b) secure remote access to the Contractor's Systems by Contractor personnel and contractors.

26. Use of Province Systems

Use of Province Systems by the Contractor or its personnel (including subcontractors) must be restricted to activities necessary for provision of the Services. The Province reserves the right to not make any particular Province facility, system, network or device available to the Contractor unless the Contractor or its individual personnel (as applicable) agree to any additional terms and conditions acceptable to the Province.

27. Security Contact

If not set out elsewhere in the Agreement, the Contractor must provide the contact information for the individual who will coordinate compliance by the Contractor on matters relating to this Schedule.

INTEGRATED PROJECT SERVICES

SOFTWARE-AS-A-SERVICE AGREEMENT

BETWEEN

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, REPRESENTED BY THE MINISTER OF TRANSPORTATION AND INFRASTRUCTURE

(THE "**PROVINCE**")

AND

PROJECT EXECUTION GROUP INC.

(THE "**CONTRACTOR**")

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INTEGRATED PROJECT SERVICES SOLUTION
SOFTWARE-AS-A-SERVICE AGREEMENT

Contract # 031CS5330

THIS AGREEMENT is made effective as of the Effective Date.

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Transportation and Infrastructure

(the "**Province**")

OF THE FIRST PART

AND:

PROJECT EXECUTION GROUP INC., a body corporate incorporated under the laws of Alberta (Incorporation No. 2013613381), and having an office at Suite 615, 11012 Macleod Trail S. Calgary, AB T2J 6A5

(the "**Contractor**")

OF THE SECOND PART

WHEREAS:

A. The Province issued Best Value Negotiated Request for Proposal No. ON-003579 (the "**BVNRFP**");

B. The Contractor submitted a proposal, and was the successful proponent under the BVNRFP to provide the Integrated Project Services solution and related Services;

C. The Province wishes to retain the Contractor to provide the Integrated Project Services solution and Services;

D. The Contractor wishes to provide the Integrated Project Services solution and Services to the Province, on the terms and conditions contained in this Agreement; and

E. This Agreement is entered into under section 3 of the *Transportation Act*.

NOW THEREFORE in consideration of the premises and covenants, agreements, representations, warranties and payments set out in this Agreement, the parties agree as follows:

ARTICLE 1
DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise provided in this Agreement, capitalized terms will have the meanings given to those terms in Schedule "A".

1.2 Interpretation

In this Agreement, unless expressly stated otherwise or unless the context otherwise requires,

(a) a reference to a statute, whether or not that statute has been defined, means a statute of the Province of British Columbia and includes all amendments to it, the regulations under it and any enactment passed in substitution therefor or replacement thereof;

(b) words importing a singular number only include the plural, and vice versa and words importing the masculine include the feminine and neuter and vice versa;

(c) any reference in the body of this Agreement to an "Article", "section" or "subsection" by number is a reference to the appropriate Article, section or subsection in the body of this Agreement, and unless specified in a Schedule to the contrary, any reference in a Schedule to a "section" or "subsection" by number is a reference to the appropriate section or subsection in that Schedule;

(d) references to "person" include an individual, partnership, association, body corporate, firm, unincorporated organization, society, government or governmental authority, as the context may require;

(e) all references to "days" in this Agreement shall mean calendar days, unless specified as Business Days;

(f) the words "includes" and "including" are not intended to be limiting;

(g) "attached" means attached to this Agreement when used in relation to a Schedule;

(h) where the words "discretion", "option" or any variations thereof are used with respect to a party's entitlement to make any decision, act in any manner or exercise any right, they will be deemed to mean such party's sole, absolute and unfettered discretion or option; and

(i) any reference to "knowledge" of either party or any officer or other personnel of that party means the knowledge of such party after having made due inquiry, and if such party fails to make such due enquiry, then the knowledge that such party would have had if such party had conducted reasonable enquiry into the subject matter.

1.3 Headings

The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement or in any way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement. The provision of a table of contents is for convenience of reference only and is not to affect the construction or interpretation of this Agreement.

1.4 Currency

All references to money in this Agreement are in Canadian dollars.

1.5 Schedules

The following Schedules attached to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement:

Schedule "A"	Definitions
Schedule "B"	Cloud Services Solution
Schedule "C"	Implementation
Exhibit C1	Implementation Project Plan
Schedule "D"	Cloud Services Solution Support
Schedule "E"	[Intentionally deleted]
Schedule "F"	Service Levels
Exhibit F1	Service Level Tables
Schedule "G"	Specifications
Schedule "H"	Service Locations
Schedule "I"	Acceptance Criteria
Schedule "J"	Business Continuity and Disaster Recovery
Exhibit J1	s.21 Disaster Recovery – Business Continuity Plan
Schedule "K"	Reporting Requirements
Exhibit K1	Reports
Schedule "L"	Key Personnel and Subcontractors
Schedule "M"	Fees
Exhibit M1	Rate Card
Schedule "N"	Privacy Protection Schedule
Schedule "O"	Cloud Security Schedule
Schedule "P"	Province Responsibilities
Schedule "Q"	Governance Process
Exhibit Q1	Client Service Management Committee
Exhibit Q2	Joint Management Committee
Exhibit Q3	Joint Executive Committee

Schedule "R" Termination Expenses

1.6 Conflict of Provisions

If there is a conflict or inconsistency between a provision in a Schedule to this Agreement (other than Schedule "A") and any other provision in the body of this Agreement, the conflict or inconsistency will be resolved by reference to the provision in the body of this Agreement unless the Schedule states that it operates despite a conflicting provision in the body of this Agreement. Notwithstanding the foregoing and despite any other provision of this Agreement, if there is a conflict or inconsistency between a term of this Agreement and a term in Schedule "N" (Privacy Protection Schedule) or Schedule "O" (Security Schedule), the conflict or inconsistency will be resolved by reference to the provision in Schedule "N" (Privacy Protection Schedule) or Schedule "O" (Security Schedule) in that order or priority.

ARTICLE 2
TERM

2.1 Initial Term

Notwithstanding the actual date of execution and delivery of this Agreement, the term of this Agreement will commence on the Effective Date and will continue for seven years (the "**Initial Term**"), unless sooner terminated or extended pursuant to the provisions of this Agreement.

2.2 Extension Term

The Province may extend this Agreement on the terms and conditions then in effect, except this provision as to extension, for up to three additional one-year periods (each, an "**Extension Term**") by giving the Contractor written notice of any such extension no later than 60 days prior to the end of the Initial Term or any Extension Term, as the case may be.

ARTICLE 3
SERVICES AND SOFTWARE

3.1 Services

The Contractor shall perform the following services (collectively, the "**Services**"):

(a) the Implementation;

(b) the Cloud Services Solution Support;

(c) the provision of all Deliverables;

(d) all other services and obligations of the Contractor set out in this Agreement (including the Termination Assistance Services and any Professional Services); and

(e) all services, functions and responsibilities that are not specifically described as Services that are an inherent or a necessary part of, or are required or reasonably necessary for the proper provision of, the Services.

3.2 Cloud Services Solution

(a) The Contractor hereby grants to the Province on and subject to the terms and conditions of this Agreement a non-exclusive, non-transferable (except as set out in section 13.1) license or sublicense to:

(i) allow Users to access and use the Cloud Services Solution; and

(ii) use the Documentation.

Commencement of access to and use of the components comprising the Cloud Services Solution will be determined and may be staggered as part of the Implementation.

(b) The Contractor shall design and schedule its planned succession of new releases of the Cloud Services Solution to ensure that the Cloud Services Solution will function in accordance with its Specifications and with the currently supported releases of the operating system and the software with which it interacts and the successor products of each of them. All Improvements will be made available to the Province at no additional license or subscription fee. The Cloud Services Solution and Deliverables will not be renamed, nor will derivative products be created, so as to avoid the good faith obligation of the Contractor to provide a succession of Improvements of the Cloud Services Solution products as contemplated herein. Any breach of this section 3.2(b) will constitute a Contractor Event of Default for the purpose of section 17.2.

(c) All Improvements to the Cloud Services Solution will be made available by the Contractor to the Province at no additional license or subscription fee.

(d) The Province shall not:

(i) attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Cloud Services Solution;

(ii) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make access to the Cloud Services Solution available to any third party, except as expressly permitted under this Agreement; or

(iii) use the Cloud Services Solution other than as expressly permitted in this Agreement nor in any manner or for any purpose that is unlawful under applicable law.

3.3 Additional Professional Services

The Province may, using the Change Order Process, make a Change request that the Contractor provide additional non-recurring professional services (e.g., development, custom programming, training, consulting project) that are not a part of the Implementation or day-to-day Services (such as the Cloud Services Solution Support) provided pursuant to this Agreement ("**Professional**

Services"). Any such Professional Services will be documented in a Change Order in accordance with the Change Order Process.

3.4 Province Responsibilities

(a) If the Contractor believes the Province is not providing or carrying out the required Province Responsibilities, the Contractor shall promptly, and in any event within 10 Business Days of becoming aware of the alleged deficiency, notify the Province in writing of such deficiency. Each such notice will specify, in reasonable detail, the Province Responsibilities which have not been met, what is required of the Province, the employees or contractors of the Province to whom such requirement relates, if known by the Contractor, the date by which such requirement must be fulfilled in order to not jeopardize the Milestone Deadlines or other timelines for the Services, and the effect or result upon the Services if such requirement is not fulfilled.

(b) Failure to provide notice in accordance with section 3.4(a) shall preclude the Contractor from raising such deficiency subsequently as an excuse for the Contractor's delayed performance.

(c) If any obligation of the Contractor is delayed due to a failure of the Province to complete any Province Responsibilities, the Contractor may deliver to the Province a Change request setting forth:

(i) any proposed extensions to the Milestone Deadlines set out in the applicable Project Plan or other timelines for the Services that the Contractor reasonably requires as a result of such failure of the Province; and

(ii) any proposed increases in Fees that are reasonably attributable to such failure of the Province.

(d) Following receipt of such Change request, the Parties will finalize the Change Order in accordance with the Change Order Process, it being agreed that the Contractor is entitled to a Change Order as described in section 3.4(c) and that the parties will each act reasonably in finalizing the Change Order. Any Dispute as to finalizing the Change Order will be settled in accordance with the Dispute Resolution Process.

(e) The remedies set out in this section 3.4 are the Contractor's sole remedies in the event of a failure on the part of the Province to complete any one or more Province Responsibilities.

3.5 Suspension of Project-Related Services

(a) Upon ten Business Days' prior written notice to the Contractor, the Province may, for operational, planning, implementation, or similar considerations of the Province in its discretion (other than for Contractor Event of Default), require the Contractor to suspend its performance of all or any portion of any Project-Related Services

that then remain unperformed. The Province will include in the notice an estimate of the number of days' suspension it requires and will keep the Contractor up to date regarding any changes to such estimate.

(b) Upon receipt of the notice referred to in section 3.5(a), the Contractor will suspend its performance of the applicable Project-Related Services, commencing on the date for suspension specified in such notice, and will minimize all costs incurred by the Contractor as a result of such suspension.

(c) Within 20 Business Days following receipt of a suspension notice, the Contractor may deliver to the Province a Change request setting forth: (i) any proposed extensions to the Milestone Deadlines or other timelines for the Services set out in the applicable Project Plan that the Contractor reasonably requires as a result of the suspension requested by the Province; and (ii) any proposed increases in Fees that are reasonably attributable to the suspension requested by the Province. Following receipt of such Change request, the Parties will finalize the Change Order in accordance with the Change Order Process, it being agreed that the Contractor is entitled to a Change Order as described in this section 3.5(c) and that the parties will each act reasonably in finalizing the Change Order. Any Dispute finalizing the Change Order will be settled in accordance with the Dispute Resolution Process. If the Contractor fails to deliver a Change request within this 20 Business Day period, then no Changes will be made as a result of such suspension.

(d) Upon the earlier of: (i) the expiration of the period of time during which the Province has required the Contractor to suspend performance; and (ii) the receipt by the Contractor of notice from the Province terminating the suspension requirement, the Contractor will take steps to resume the provision of the suspended Project-Related Services, and will resume the provision of the suspended Project-Related Services as soon as reasonably possible.

(e) The remedy set out in this section 3.5 is the Contractor's sole remedy in the event of a requirement by the Province that the Contractor suspend its performance of all or any portion of any Project-Related Services under this section.

3.6 Remedies for Failure to Meet Key Integration Points

(a) The Implementation Project Plan will identify certain key integration points for the Cloud Services Solution ("**Key Integration Points**"). The Key Integration Points are expected to include the following (as will be further refined in the Implementation Project Plan):

Phase 1

(i) S02 Private Application Programming Interface Services

(ii) S03 PSP Private Application Programming Interface and Map Services

(iii) S05 MOTI Application Programming Interface Services

(iv) S07 BC Government Active Directories and Single Sign On (SSO) Integration

(v) S08 Corporate Accounting System (CAS) Value sets

(vi) D08 Corporate Accounting System (CAS) Data Warehouse (DW)

(b) Subject to section 3.4, the Contractor will notify the Province in writing immediately if it becomes aware that it will or that it is likely to fail to meet a deadline by which the Contractor must complete a Key Integration Point (including Acceptance) pursuant to the Implementation Project Plan ("**Key Integration Point Deadline**"). The notice provided by the Contractor will include the reasons for the Contractor's alleged failure including, if applicable, the Province's failure to meet any Province Responsibilities that affects the ability of the Contractor to meet a Key Integration Point Deadline, the potential effect of the failure on the ability of the Contractor to perform the Implementation in accordance with the Implementation Project Plan, the steps that the Contractor proposes to take in order to remedy the failure and mitigate the effect of the failure, and the anticipated date by which the Contractor will complete the Key Integration Point and any other affected Key Integration Point. Both parties shall continue to work together to resolve the causes of, and mitigate the effects of, the failure to meet a Key Integration Point Deadline.

(c) If the Contractor fails to complete any Key Integration Point and its Acceptance has not occurred on or prior to the applicable Key Integration Point Deadline, other than due to the failure of the Province to perform any Province Responsibilities, then without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Province will be entitled to any one or more of the following remedies:

(i) the failure will constitute a Contractor Event of Default for the purposes of section 17.2;

(ii) the Province will be entitled to immediately escalate the failure to the Dispute Resolution Process, but without the Province exercising any other remedy it may have available to it under this section 3.6(c) or otherwise under this Agreement while Level 1 through Level 3 of the Dispute Resolution Process review is underway, and evaluate the Contractor's alleged failure to complete any Key Integration Point by its applicable Key Integration Point Deadline;

(iii) the parties may extend the applicable performance dates to such later dates as the Province and the Contractor agree upon in writing, which extended dates may be further extended upon the parties' further agreement, in which case the Contractor will complete the Implementation in accordance with the terms of the Implementation Project Plan, applied *mutatis mutandis*, with such extended dates;

(iv) the parties may agree for the Contractor to take remedial action, within agreed timelines, until such time as the delay is remedied, in the form of providing and using additional personnel as required over and above the existing complement dedicated to work on the Implementation, to participate in the performance of the Contractor's obligations in accordance with the Implementation Project Plan, and the Contractor shall be responsible for all costs associated with such additional members of its Contractor Personnel, including all wages, time and materials cost including travel costs and expenses;

(v) the Province may withhold any Milestone payment associated with that Key Integration Point, until Acceptance of that Key Integration Point has occurred;

(vi) if the Contractor has not completed the Key Integration Point and Acceptance has not occurred within 90 days of the applicable Key Integration Point Deadline, or if the Key Integration Point including Acceptance cannot be completed within 90 days of the applicable Key Integration Point Deadline, and the Contractor has failed to diligently commence performance of steps to address the issue within that 90-day period and it then fails to complete the Key Integration Point and Acceptance has not occurred within 150 days of the Key Integration Point Deadline, or in any event if after three (3) attempts Acceptance has not occurred, the Province may, in its discretion, and in addition to all other remedies available to it, elect to terminate this Agreement for cause forthwith upon notice to the Contractor without any cost, penalty, liability or termination fee whatsoever to the Province, other than payment of any amounts owing (if any) by the Province to the Contractor pursuant to section 17.9.

3.7 Service Locations

The Contractor will provide the Services only from the Service Locations specified in Schedule "H" or a Change Order. The Contractor will not change the location of any Service Location, or the Services performed at a Service Location or add a Service Location, without requesting a Change in accordance with the Change Order Process and obtaining the Province's prior written consent under a Change Order. In addition to the Contractor's obligations under the Change Order Process, the Contractor will provide the Province with at least 120 days advance written notice if it wants to move, add or change any Service Location or the Services delivered from a Service Location. Any breach of this section 3.7 will constitute a Contractor Event of Default for the purpose of section 17.2.

3.8 Co-operation with Other Service Providers

The Contractor acknowledges that the Province has entered into agreements, directly or indirectly, and may in its discretion enter into additional agreements, directly or indirectly, with service providers other than the Contractor (each, an "**Other Service Provider**") for the supply of products or services that are related to the Services or the provision of services by the Province.

The Contractor acknowledges and agrees that the performance by the Other Service Providers of their obligations may require the cooperation and assistance of the Contractor and the Subcontractors. At the Province's request, the Contractor will cooperate with and assist, and will cause each Subcontractor to cooperate with and assist, the Other Service Providers in order to coordinate the performance by each Other Service Provider of its obligations with the performance of the obligations of the Contractor and the Subcontractors. Where the cooperation and assistance Services of the Contractor and Subcontractors with the Other Service Provider(s) is expressly included in Schedule "C" Implementation and Exhibit C1 Implementation Project Plan, the costs of such cooperation and assistance shall be included in the Fees quoted or estimated by the Service Provider; otherwise, the Province will be required to pay the reasonable costs of such cooperation and assistance to the extent that such cooperation and assistance results in a material increase in the effort expended by the Contractor or a Subcontractor (which costs and increased efforts will be determined pursuant to the Change Order Process). The Province shall be entitled to disclose information about the Services and Contractor, including, subject to the written consent of the Contractor, not to be unreasonably withheld, the Contractor's Confidential Information, to Other Service Providers to enable the cooperation and assistance described herein, provided that, the Other Service Provider is bound by reasonable confidentiality obligations to the Province no less strict than those contained in Article 11.

3.9 Business Continuity Planning and Disaster Recovery

The Contractor will comply with the obligations and requirements with respect to business continuity planning, testing and service recovery set out in Schedule "J".

3.10 Technology to Comply with Standards

In performing the Services, the Contractor must ensure that Customization developed for the Province that operates on Province infrastructure complies with the Province's technology architecture standards for application development and technology that are provided by the Province to Contractor in writing and with sufficient time to allow Contractor to comply with these standards.

3.11 Cloud Services Solution Documentation

The Contractor will provide documentation that it typically provides with the Cloud Services Solution, including, user guides, administrator guides, technical guides, help documentation, end-user documentation, training materials, API documentation, system documentation, data model documentation, release documentation, release notes, and reference documents ("**Documentation**"). The Province may make copies of, modify, and distribute the Documentation as necessary for the purposes of the Province's and Users' use of the Cloud Services Solution.

3.12 Source Code Escrow

(a) The Province shall have the right to require the Contractor to enter into one or more agreement(s) (each, an "**Escrow Agreement**") with a third party escrow agent ("**Escrow Agent**") pursuant to which the Escrow Agent named therein shall receive from the Contractor, hold, and release to the Province upon the occurrence of one or more conditions (each such condition a "**Release Condition**") the following: the

object code and source code to the software that provides the[s.21] components of the Cloud Services Solution (including programmer's comments and detailed instructions for loading and using the object code and source code, identification of the programming language(s) and versions thereof, and password/encryption details and keys to access the software) (the "**Escrow Materials**"). The Escrow Agent shall be any reputable commercial provider of software escrow services approved by the Province. The Province shall pay all fees and expenses charged by the Escrow Agent associated with the escrow.

(b) The Release Conditions applicable to the Escrow Materials are:

(i) an Insolvency Event;

(ii) material failure or repeated failures of the Contractor to provide Cloud Services Solution Support in accordance with the terms of this Agreement, and (A) such material failure is not remedied within 30 days after receipt from the Province of written notice specifying the failure in reasonable detail or if such material failure cannot reasonably be cured within such 30 days, the Contractor fails to proceed in good faith to cure the material failure and does not remedy it within a period of 60 days after receipt of the Province's notice, or (B) if such material failure results in an inability to access the services of the Cloud Services Solution for thirty (30) consecutive Business Days.

(c) The Contractor shall be responsible for depositing the Escrow Materials with the Escrow Agent in such a format or method as required by the Escrow Agent, and including other information or documentation as required or requested by the Escrow Agent. The Contractor shall regularly update the Escrow Materials deposited with the Escrow Agent as follows: promptly with each material update, upgrade or error correction.

(d) Each Escrow Agreement shall be on terms that are mutually acceptable to the parties and the Escrow Agent, and that are consistent with the terms of this section 3.12.

(e) The Province shall request release of Escrow Materials from the Escrow Agent only based on a reasonable belief that a Release Condition has been satisfied. In the event that the Province obtains a release of Escrow Materials from the Escrow Agent, and it is found that the Province was actually not entitled to the Escrow Materials because in fact no applicable Release Condition had been satisfied, the Province will return the Escrow Materials to the Contractor along with all changes, enhancements, modifications and derivative works made by or for the Province to the Escrow Materials, and the Contractor shall own all such changes, enhancements, modifications and derivative works.

(f) After a release by the Escrow Agent of Escrow Materials to the Province, when the applicable Release Condition no longer exists the Province shall return the Escrow Materials, at the Province's option, to either the Contractor or the Escrow Agent,

unless at that time there is a new Release Condition that has been satisfied justifying continued retention of the Escrow Materials by the Province until the new Release Condition has been removed (the period of time from a release of Escrow Materials to the Province until return of those Escrow Materials by the Province being referred to herein as the "**Release Period**" for those Escrow Materials). The Escrow Materials are the Confidential Information of the Contractor and the Province shall comply with Article 11 in respect of its use of them, provided that the Province, or one or more contractors engaged by the Province and under appropriate obligations of confidentiality to the Province no less strict than those under Article 11, may use, copy, support, maintain, and modify the Escrow Materials during the Release Period, but only for the purpose of providing the Province with the continued benefits of the use of the software comprising the Cloud Services Solution. At the end of the Release Period, the Province shall turn over to the Contractor and not retain copies of the Escrow Materials and all changes, enhancements, modifications and derivative works made by or for the Province during the Release Period and the Contractor shall become the owner of such changes, enhancements, modifications and derivative works, provided that the Province may continue to access and use such changes, enhancements, modifications and derivative works consistent with the Province's access and use rights to the Cloud Services Solution under this Agreement; provided, however, that in the event that the Release Period lasts for longer than two years, then the Contractor shall have no ownership or other rights in and no right to receive the source code to any such changes, enhancements, modifications and derivative works, unless specifically granted to the Contractor at that time by the Province.

3.13 Software-as-a-Service Continuity Protection

Subject to payment by the Province of the SaaS Continuity Service service provider's set-up and recurring enrollment fees, the Province shall have the right to require that the Contractor will enter into and maintain a software-as-a-service continuity protection service ("**SaaS Continuity Service**"), which, if required by the Province, may be coupled with an object code and source code escrow of the software of the Cloud Services Solution escrow as set out in section 3.12, with a third party escrow and continuity service provider acceptable to the Province, to enable the Province to continue accessing and using the Cloud Services Solution and Province Data and Materials for the period of time required by the Province should a Release Condition occur.

ARTICLE 4
PERSONNEL; ENGAGEMENT MANAGEMENT

4.1 Governance Process

Forthwith upon the execution of this Agreement, the parties will establish a governance process in accordance with the governance framework described in Schedule "Q" (the "**Governance Process**"). During the Term, the relationship of the parties will be expressly governed by the provisions of this Article 4 and the processes and procedures set forth in, or otherwise established by the parties in accordance with the Governance Process.

4.2 Contractor Contract Manager

The Contractor agrees to appoint the person specified in Schedule "L" as the Contractor Contract Manager. The Contractor Contract Manager will be the Contractor's principal representative in connection with this Agreement, and will be responsible for coordinating, overseeing and ensuring the timely performance by the Contractor of its obligations under this Agreement. The Contractor Contract Manager will have the authority to make decisions for and bind the Contractor in relation to this Agreement. The Contractor Contract Manager will communicate directly with the Province Contract Manager.

4.3 Key Personnel

(a) The Contractor will ensure that each Contractor Personnel identified in Schedule "L" as Key Personnel is available to perform his or her responsibilities during the period and to the extent dedicated (percentage allocation) set out in Schedule "L", or subject in each case to the Province's prior written approval, acting reasonably, replacement Key Personnel having equivalent or better qualifications, expertise and experience.

(b) The Contractor will not change or reduce the extent dedicated (percentage allocation) of any Key Personnel without the Province's prior written consent, unless the person then designated as Key Personnel becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contracted basis).

(c) The Contractor will ensure that all transitioning activities to the new Key Personnel are performed so that there is a seamless integration and continuation of Services during the transition at no additional cost to the Province.

4.4 Familiarization

The Contractor will be responsible, at its expense, to ensure that each Contractor Personnel is, to the extent necessary for the performance of the Services to which he or she is assigned, familiar with the requirements of this Agreement. The Contractor will not charge the Province for any additional fees or other additional amounts for work done by any Contractor Personnel specifically to familiarize himself or herself with the requirements of this Agreement.

4.5 Removal

If the Province reasonably determines that any Contractor Personnel's performance or conduct is unacceptable to the Province or not in compliance with the provisions of this Agreement, then the Province may request that the Contractor remove the Contractor Personnel from the Services. Upon receiving such a request, the Contractor will immediately remove such Contractor Personnel, use its commercially reasonable efforts to provide a temporary replacement therefor within ten (10) Business Days from receipt of the request, and use its commercially reasonable efforts to permanently replace such Contractor Personnel within (20) Business Days from receipt of the

request, and the Contractor will submit to the Province, for written approval by the Province, the proposed replacement person.

4.6 Contractor Responsibility

The Contractor will be responsible for the management and supervision of, and for the acts, omissions and performance of, and claims and losses caused by, Contractor Personnel. The Contractor will ensure that Contractor Personnel:

(a) possess a degree of skill and experience appropriate to the tasks to which they are assigned,

(b) at the Contractor's expense, receive appropriate training (including quality training courses, refresher courses and retraining programs) for the performance of the Services and compliance with the confidentiality provisions and privacy obligations set forth in Article 11 and in the Privacy Protection Schedule,

(c) perform the Services in accordance with the Contractor's obligations and to the standards set out in this Agreement, and

(d) strictly comply with the privacy, security and confidentiality provisions set forth in Article 11 and in the Privacy Protection Schedule and Security Schedule.

4.7 Province Contract Manager

The Province, by written notice to the Contractor, will appoint a person as the Province Contract Manager in connection with this Agreement. The Province Contract Manager will be the Province's principal representative in connection with this Agreement. The Province Contract Manager will have the authority to make decisions for and bind the Province in relation to this Agreement. The Province will provide the Contractor with written notice of any replacement of the Province Contract Manager.

4.8 Province Personnel Issues

If the Contractor is experiencing problems with any Province Personnel, then the Contractor may review those problems with the Province Contract Manager.

ARTICLE 5
CHANGE ORDER PROCESS

5.1 Change Order Process

A Change will be approved in accordance with the process described as follows (the "**Change Order Process**"):

(a) the Province may propose a Change by delivering to the Contractor a written request specifying the requested Change;

(b) upon receipt of a written request pursuant to section 5.1(a), the Contractor will, within ten (10) Business Days (or such other period that has been agreed upon by

the parties in writing or as is reasonable in the circumstances), submit to the Province Contract Manager for review a written response to complete the Change Order;

(c) the response referred to in section 5.1(b) will be limited to those adjustments that the Contractor will reasonably require to implement the requested Change, will be in a format approved by the Province, acting reasonably, and will contain:

(i) a unique identifier;

(ii) date of submission;

(iii) initiator (referencing Change request, if applicable);

(iv) proposed Change priority;

(v) a detailed description of the proposed Change, including, as necessary:

(A) any changes to the scope of or additions to the Services, Specifications, and Deliverables,

(B) the change, if any, to the applicable timelines and delivery dates for any Services and Deliverables,

(C) impacts of the proposed Change on the Province (including impacts on business areas, Users, Services and Province Systems and systems of Other Service Providers),

(D) a description of identified risks during implementation of the proposed Change, if any, including as appropriate, counter-measures and back-out strategy in case of failed change implementation,

(E) proposed timeline for implementation,

(F) estimate of resources required for implementation,

(G) the Fees for the Change or the change to the Fees, if any, as a result of the proposed Change, along with any supporting information that the Province may reasonably request to substantiate the proposed Change, and

(H) any other information relevant related to this Agreement or the affected Services or Deliverables that may be impacted by the Change;

(d) following receipt of a Change request from the Province and the Contractor's delivery of the Change response to the Province, the parties will negotiate the terms and conditions pursuant to which the Change will be implemented;

(e) the Contractor may propose a Change by delivering a written request meeting the requirements of section 5.1(c) to the Province Contract Manager, and the Province will evaluate and respond to the Contractor with respect to the proposed Change Order on or before the tenth (10^{th}) Business Day after its receipt of the written request (or such other period that has been agreed upon by the parties in writing or as is reasonable in the circumstances);

(f) subject to sections 3.4, 3.5, and 5.2, neither party, acting reasonably, shall have any duty, responsibility or obligation to accept, approve or enter into any Change Order; and

(g) upon the execution by the parties of a Change Order: (i) the Contractor will implement the Change described in the Change Order in accordance with its terms; and (ii) the Change will be deemed part of the applicable Services or Deliverables, or other applicable obligations of the Contractor pursuant to the Contract.

5.2 Mandatory Changes

Where a Change is designated by the Province to be a Mandatory Change acting reasonably and in good faith, the Contractor shall promptly inform the Province as to whether it substantially agrees or disagrees with the information provided in the Change request relating to the Mandatory Change, and the parties shall, following the process set out in section 5.1, finalize a Change Order even if the parties cannot agree on any applicable Fees and/or other terms of the Change Order and the Contractor shall implement the Mandatory Change as set out in such Change Order. The Province shall pay to the Contractor any such incremental Fees set out in the Change Order, if agreed. If the parties are not able to agree on such incremental Fees and/or other terms of the Change Order, the Contractor shall nonetheless implement the Mandatory Change as set out in the Change Order, the Contractor will invoice the Province on a time and materials basis at the rates agreed to in this Agreement or (if not set out) the Contractor's then current rates and the Province will pay such invoices in accordance with the terms of the Agreement and the parties shall resolve any Dispute over pricing and/or other terms of the Change Order in accordance with the Dispute Resolution Process and the invoices will thereafter promptly be reconciled in accordance with such resolution. For the purposes of this section, a "**Mandatory Change**" means a Change that is required by the Province for any of the following: (a) required to address integration of the Cloud Services Solution with other core Province systems as designated by the Province (such as its corporate accounting system); (b) required to stop, mitigate and/or otherwise address a security or system vulnerability; or (c) required to address a change in Province Policies and designated by the Province as a Mandatory Change. For clarity, a Change which (i) the Contractor is prohibited from carrying out due to applicable law, or (ii) is not within the scope of expertise of the Contractor, will not be designated as a Mandatory Change. If the Contractor, using commercially reasonable efforts, cannot commit the required resources to effect a Mandatory Change within the timeline in the Province's Change request, the Contractor will have a reasonable period to effect the Mandatory Change having regard to the Contractor's resources availability.

5.3 Records of Changes

The Contractor will maintain an accurate and complete record of all Change Orders (and all other documentation relating thereto) in a "Change Control Log", and will provide copies thereof to the Province upon request.

5.4 Changes Required to Comply with Applicable Law

For any Change required to comply with applicable law, other than an applicable law that affects the Province and that does not also apply to the Contractor in the general conduct of the Contractor's business (including as a provider of the Services and the Cloud Services Solution contemplated under this Agreement), the Contractor will make such Change at no charge to the Province.

5.5 Operational or Ordinary Course Changes

Notwithstanding any other provision of this Article 5, the parties acknowledge and agree that the operations and activities of the Province that are the subject of the delivery of Services and use of the Cloud Services Solution under this Agreement are subject to constant changes in the ordinary course of such operation and activities, which changes are for Services the Contractor is already compensated by Fees payable under this Agreement (each, an "**Ordinary Course Change**"). Ordinary Course Changes will not be implemented through Change requests, Change Orders or any other formal amendment to this Agreement. Unless the Contractor disagrees with the Province's characterization of a Change as an Ordinary Course Change, which Dispute will then be subject to the Dispute Resolution Process, the Province may require the Contractor to implement any Ordinary Course Change upon written notice to the Contractor and no additional Fees will be payable by the Province in connection therewith. For greater certainty, this Agreement will not be amended through any the Province's Ordinary Course Changes.

ARTICLE 6
PERFORMANCE STANDARDS; TESTING AND ACCEPTANCE

6.1 General

In performing the Contractor's obligations under this Agreement, the Contractor must:

(a) provide access to and use of the Cloud Services Solution and perform the Services in compliance with all the terms and conditions of this Agreement;

(b) perform the Services within a reasonable time (but subject to section 3.6 with respect to any Milestone Deadline);

(c) perform the Services in compliance with all applicable Province Policies which have been provided or otherwise communicated by the Province to the Contractor from time to time in writing and in advance of the date(s) Services are required to be performed. Where applicable, any changes or additions to the Province Policies will be subject to the Change Order Process;

(d) comply with any written directives or instructions as to the performance of any Services given by the Province from time to time ("**Directives**"). The Province will provide the Contractor with a reasonable period of time to comply with Directives, having regard to all of the surrounding circumstances and the nature of the Directives, it being acknowledged by the parties that the nature of some Directives may necessitate immediate compliance, in which case, the Contractor will use reasonable efforts to comply with the Directives as promptly as practicable. Where applicable, any Directives are subject to the Change Order Process; and

(e) comply with all applicable law (including in its dealings with the Province and ensuring that all Services comply with applicable law), and refrain from engaging in any unfair or deceptive trade practice or unethical business practice whatsoever.

6.2 Acceptance Criteria

The procedures, terms and conditions governing Acceptance are set out in Schedule "I" and this section 6.2. The following terms reference and supplement the test activities set out in Schedule "I", and detail the context within which test activities will be performed and evaluated.

(a) Following completion of Deployment Confirmation Testing the Contractor will provide confirmation via Jira ticket or similar notice that the loaded software: (i) conforms to and performs in accordance with the applicable Specifications and Services description; and (ii) is ready for the Province's IPS Team to configure.

(b) The Contractor will support and guide the Province as needed in its Configuration Testing efforts.

(c) Following completion of Configuration Testing the Province will compile confirmation via Jira ticket or similar notice of the extent to which the configured software passed Acceptance testing.

(d) The Contractor will support and guide the Province as needed in its Acceptance testing efforts (referred to by the Contractor as End-to-End Testing).

(e) Following completion of Acceptance testing the Province will compile confirmation via Jira ticket or similar notice of the extent to which the configured software passed Acceptance testing.

(f) Failed tests will be managed within the Sprint and Release cycles and as per the Acceptance Criteria defined in Schedule "I".

Acceptance Criteria for the various Milestone types (including the Key Integration Points) are set out in Schedule "I".

6.3 Specifications

The Contractor will, at all times, provide the Cloud Services Solution, Deliverables and Services in accordance with all applicable Specifications.

6.4 Service Levels

The Contractor will meet or exceed the Service Levels set out in Schedule "F".

ARTICLE 7
FEES AND PAYMENT

7.1 Fees

The Province will pay to the Contractor the Fees in accordance with Schedule "M".

7.2 Payment on Acceptance or Confirmation of Milestones

Notwithstanding any other provision of this Agreement, the Province will not be obligated to pay any Fees applicable to any Milestone for which Fees are payable upon the Milestone's achievement, until it has been confirmed by the Province Contract Manager, acting reasonably, that the Milestone has occurred and/or has been achieved (including any required Acceptance). Payment Milestones will be detailed in a Project Plan, and for the Implementation Project Plan will include at least one instance of each of the following Milestones (as will be further refined in the Implementation Project Plan):

s.21

(a)

(b)

(c)

(d)

(e)

(f)

(g)

(h)

(i)

(j)

(k)

(l)

(m)

(n)

7.3 Invoices; Content and Process

(a) In order to obtain payment of any Fees, the Contractor must submit to the Province a written invoice in a format provided by the Province and including the content as described in Schedule "M".

(b) Prior to submitting an invoice, the Contractor Contract Manager or delegate will review the invoice with the Province Contract Manager or delegate, and either those persons will agree on the invoice (or a revised invoice) to be submitted based on the Services, Deliverables, and access to and use of the Cloud Services Solution provided and the other terms and conditions of this Agreement, or, if there are any amounts remaining in Dispute after this process, the matter will be addressed as set out in section 7.6.

7.4 Payments Due

Following receipt by the Province of a correct invoice delivered by the Contractor in accordance with section 7.3, the Province will pay to the Contractor the Fees within thirty (30) days after the receipt of such invoice.

7.5 Procedure for Obtaining Refund or Credit

If the Province is entitled to a refund or credit (including Service Level Credits) pursuant to any provision of this Agreement, the Contractor will credit the amount against the immediately following invoice provided under this Agreement and will deliver to the Province a credit note that indicates the credit, its amount and the provision of this Agreement pursuant to which the credit entitlement arose. If the refund or credit is larger than the amount of the invoice, the remaining amount of the refund or credit due will be credited against successive future invoices; provided, however, that if any portion of the refund or credit owed has not been paid to the Province upon the termination or expiration of this Agreement, the Contractor will pay the outstanding refund or credit amounts to the Province by way of cheque within 90 days of the effective date of the termination or expiration.

7.6 Disputed Fees

The Province may withhold payment of any portion of any amounts invoiced by the Contractor under this Agreement if the Province is in good faith disputing the applicable charges and is diligently attempting to resolve the Dispute. If an invoice is in dispute, the Contractor may withdraw the invoice and submit an invoice for all undisputed amounts and a second invoice for the disputed amounts. The Province shall pay the undisputed amounts on any invoice within the time periods specified in this Agreement. Payment by the Province of an amount invoiced will not affect the Province's right to later dispute in good faith any invoiced charges. Any Dispute as to the amounts payable will be settled in accordance with the Dispute Resolution Process.

7.7 Taxes

The Contractor will be responsible for all taxes and amounts exigible on, imposed, in respect of or relating to the Fees earned by the Contractor under this Agreement, including taxes based on its own capital or net income, employment taxes in respect of its own employees, and taxes on any property owned by the Contractor, and will be responsible for arrangements to pay all taxes in a timely manner when due and payable. The Province will be responsible for Canadian provincial and federal sales taxes applicable to the Fees. The Province may deduct or withhold from any payments to the Contractor any amount required to be withheld or deducted in accordance with applicable law, including where the Contractor is not a resident in Canada, in which case the

Province may be required by applicable law to withhold income tax from the Fees and then to remit that tax to the Receiver General of Canada on the Contractor's behalf. The Contractor will be solely responsible for claiming any applicable tax credits related to deductions or withholdings.

7.8 Fiscal Year-End Estimate

Upon the Province's request, the Contractor will provide an estimate of the Fees and expenses, if any, to be invoiced to the Province for the last billing period of each fiscal year of the Province during the Term.

7.9 Rate Card for Project-Related Services

Exhibit M1 to Schedule "M" sets out the Contractor's rates for the provision of any Professional Services or other Services procured on a time and materials basis under this Agreement in accordance with the Change Order Process. Such rates will apply to the provision of Professional Services or other Services under a Change Order unless otherwise agreed by the Province in the Change Order.

7.10 Interest on Overdue Payments

Interest on any overdue payments will be payable in accordance with the Interest on Overdue Accounts Payable Regulation, B.C. Reg. 215/83, as amended.

7.11 Appropriation

Notwithstanding any other provision of this Agreement, the payment of money by the Province to the Contractor pursuant to this Agreement is subject to the following:

(a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year or part thereof when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and

(b) Treasury Board, as defined in the FAA, not having controlled or limited expenditure under any appropriation referred to in section 7.11(a).

7.12 Non-Resident Income Tax

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 and then remit that tax to the Receiver General of Canada on the Contractor's behalf.

7.13 Refunds of Taxes

The Contractor will:

(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 section 7.13(a), remit that amount to the Province.

7.14 Contractor Responsibilities for Cost of Performance of Obligations

(a) Except as expressly provided in this Agreement, there will be no other fees or other amounts payable by the Province to the Contractor in respect of the Cloud Services Solution or Services.

(b) Subject to section 7 Fees, the Contractor will be solely responsible for the costs of fulfilling all of the Contractor's obligations under this Agreement, including the costs of labour, travel, materials, facilities, equipment, tools, software, and resources.

ARTICLE 8
RECORDS, REPORTING AND AUDITS

8.1 Records and Books of Account

The Contractor will establish and maintain books of account, including supporting documentation relating to the Services and Deliverables, in form and content satisfactory to the Province.

8.2 Inspection

In addition to any other rights of inspection the Province may have under statute or otherwise, and subject to Article 11 Confidentiality, the Province may, at any reasonable time and on reasonable written notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the books of account and supporting documentation referred to in section 8.1 and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

8.3 Audit

The Province may appoint an internal or external auditor having qualifications suitable to the subject matter to be audited to conduct an audit of any matter relating to this Agreement, including:

(a) any matter related to the Services, including:

(i) the Contractor's compliance with applicable law, the Province Policies and privacy and security processes in the Privacy Protection Schedule and Security Schedule,

(ii) the Contractor's general controls, practices and procedures in connection with the Services, and

(iii) the completeness and accuracy of reports, data and any other documentation or material provided by the Contractor to the Province;

(b) the time records, books of account and supporting documentation referred to in section 8.1; and

(c) operational and other audits as may be requested or otherwise required to be undertaken under the FAA or any other applicable law regarding any aspect of this Agreement.

8.4 Costs

Subject to section 8.7, each party will bear its own costs in connection with an audit or inspection under this Article 8, including in the case of the Contractor the cost of the time and efforts of the Contractor and Contractor Personnel to comply with any requests or requirements of the auditor or inspector.

8.5 Conduct of Parties

In connection with any audit or inspection conducted under this Article 8:

(a) the Province will cause all such audits and inspections to be performed during the Contractor's normal business hours, and unless the Province reasonably believes the Contractor to be in breach of this Agreement, upon reasonable prior written notice to the Contractor;

(b) the Province will, and will require its auditors and inspectors to:

(i) use reasonable efforts not to hinder or interfere with the performance of the Services by the Contractor, and

(ii) comply with security and other similar policies of the Contractor, including signing a non-disclosure agreement if requested by the Contractor and if the signing of such non-disclosure agreement is not incompatible with, or in contravention of, any statutory professional or other obligations or standards by which such auditors and inspectors may be bound, while at the Contractor's premises, provided that the Province has been provided with reasonable prior written notice of such policies and that such policies do not unreasonably hinder or interfere with the conduct of the audit or inspection;

(c) the Contractor will, and will cause Contractor Personnel to:

(i) cooperate with the Province's auditors and inspectors, and

(ii) make available, upon reasonable request by the Province or its auditors or inspectors, on a timely basis, any records, books of account and supporting documentation relevant to the audit or investigation.

8.6 Deficiencies

If an audit or inspection under this Article 8 reveals a material deficiency, as determined by the Province, that was caused by the Contractor, and is not Province Responsibilities in whole or in

part, without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Contractor will, at the Contractor's expense, remedy such deficiency in a manner and within a time period satisfactory to the Province.

8.7 Reporting Requirements

In addition to the Contractor's other reporting obligations in this Agreement, the Contractor will comply with the reporting requirements set out in Schedule "K".

ARTICLE 9
REPRESENTATIONS, WARRANTIES AND COVENANTS

9.1 Contractor Representations and Warranties

The Contractor represents and warrants to and covenants with the Province that:

(a) it is incorporated under the laws of the Province of Alberta and is and throughout the Term will remain a corporation duly organized and validly existing;

(b) it is in good standing as an extra-provincially registered corporation according to the laws of British Columbia;

(c) it has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement;

(d) this Agreement has been duly authorized by all necessary corporate action of the Contractor and this Agreement constitutes a valid, subsisting and legally binding agreement that is enforceable against the Contractor in accordance with its terms, subject to applicable bankruptcy, insolvency and other laws of general application limiting the enforceability of creditors' rights, and to the fact that specific performance and injunction are equitable remedies available only in the discretion of the court;

(e) as of the Effective Date, it has no knowledge of any fact that materially adversely affects or, might reasonably be expected to materially adversely affect its ability to fulfill its obligations under this Agreement;

(f) the observance and performance of the terms and conditions of this Agreement will not constitute a breach by it of or a default by it under:

  (i) any statute, or regulation of British Columbia or Canada applicable to or binding upon it,

  (ii) its constating documents, or

  (iii) any contract or agreement to which it is a party;

(g) as of the Effective Date, it is not a party to and has no knowledge of any legal claims against it that would materially affect its undertaking or financial condition;

(h) it has filed all tax, corporate information and other returns required to be filed by the laws of British Columbia and Canada and has complied with, if applicable, all workers compensation legislation and other similar legislation to which it may be subject and has paid all taxes, fees and assessments calculated to be due by it under those laws as of the date of this Agreement;

(i) it is not, to its knowledge, in breach of any statute, regulation or bylaw applicable to it or its operations;

(j) it will comply with all applicable municipal, provincial and federal laws in the performance of its obligations under this Agreement;

(k) it holds and will maintain throughout the Term all permits, licenses, consents and authorizations issued by any federal, provincial, or municipal government, or an agency of any of them, that are necessary in connection with its operations and the performance of its obligations under this Agreement;

(l) it has no knowledge of any untrue or incorrect written representation or assurance, given by it or its directors or officers to the Province in connection with this Agreement;

(m) it possesses, and Contractor Personnel possess, the necessary skills, expertise and experience to carry out and complete the Services and Deliverables in accordance with the terms of this Agreement;

(n) it has and will maintain throughout the Term sufficiently trained staff, facilities, materials, appropriate equipment and approved subcontracting agreements, if any, in place and available to enable it to fully perform its obligations under this Agreement;

(o) it will perform the Services in a good and proficient manner to the same standards of professional skill and competence applicable to providers of services, on a commercial basis, of the same type as the Services;

(p) the Cloud Services Solution will be free of Disabling Code that could cause the Cloud Services Solution to cease operating;

(q) the Cloud Services Solution will be virus checked against the inclusion of Disabling Code using the latest version of a virus checker;

(r) the Contractor will not transmit Disabling Code to the Province through the Cloud Services Solution, provided it is not a breach of this section if the Province or a User uploads a file containing Disabling Code into the Cloud Services Solution and later downloads that file containing Disabling Code;

(s) the use of the Cloud Services Solution, Deliverables and Services, or any part of them, in accordance with this Agreement, will not infringe on the Intellectual Property Rights of any person;

(t) any Third Party Hosting Provider will have no visibility into the hosting location of any Province Data and Materials within the aggregate pool of the Contractor's customer data hosted by the Third Party Hosting Provider and the Third Party Hosting Provider will not be able to readily isolate Province Data and Materials without the Contractor's assistance;

(u) it has obtained and will maintain throughout the Term all necessary arrangements and licenses with third parties to ensure that the Contractor can fully perform its obligations under this Agreement; and

(v) it has sufficient rights, licenses, permissions and authorizations to grant to the Province the licenses described in section 3.2(a), and that such grant of licenses does not and will not infringe upon the Intellectual Property Rights of any third party.

9.2 Reliance by Province

All representations, warranties and covenants made or provided by the Contractor under this Agreement are material and will conclusively be deemed to have been relied upon by the Province.

9.3 Province Representations and Warranties

The Province represents and warrants to and covenants with the Contractor that:

(a) it has the power and capacity to enter into this Agreement;

(b) as of the Effective Date, the Province Personnel responsible for performing the Integrated Project Services solution have no knowledge of any fact that materially adversely affects or, might reasonably be expected to materially adversely affect the Province's ability to fulfill its obligations under this Agreement;

(c) it has no knowledge of any untrue or incorrect written representation or assurance, given by its employees or agents to the Contractor in connection with this Agreement; and

(d) the Province Data and Materials, or any part of them, will not infringe on or misappropriate the Intellectual Property Rights of any person. The Province acknowledges that the Contractor has no obligation to monitor the Province Data and Materials, but, in the event that the Contractor becomes aware that any item of the Province Data and Materials does or may violate the representation and warranty set forth in this section, the Province agrees that the Contractor shall have the right to remove, and either return to the Province (if permitted to do so) or store at the Province's expense and exercise reasonable commercial efforts to safeguard such item pending resolution, and the parties agree to work together promptly and in good faith to remedy any such Province Data and Materials issues.

9.4 Disclaimer

EXCEPT AS SPECIFICALLY SET FORTH OR REFERENCED IN THIS AGREEMENT, THERE ARE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF EITHER PARTY, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, REGARDING ANY MATTER, INCLUDING ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, NONINFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE.

ARTICLE 10
PROPRIETARY RIGHTS AND INTELLECTUAL PROPERTY

10.1 Cloud Services Solution and Contractor Intellectual Property Rights

The Province acknowledges and agrees that, as between the Province and the Contractor, the Contractor is the exclusive owner of, or holds by license all rights of use under its Subcontractor license of the Cloud Services Solution in and to the Intellectual Property Rights in the Cloud Services Solution, including any Improvements thereto, and in any Contractor-developed pre-existing materials at the time of execution of this Agreement or developed independently of this Agreement, in all cases excluding the Province Assets, Province Data and Materials, and New Materials.

10.2 Province Data and Materials and Province Intellectual Property Rights

The Contractor acknowledges and agrees that, as between the Province and the Contractor, the Province is the exclusive owner of all rights, title and interest in and to:

(a) all assets, materials, software, Province Systems, documents and other property that the Province provides or makes available to the Contractor in relation to this Agreement ("**Province Assets**");

(b) all data, files, content, training materials, information, outputs, records, reports, and documents that are inputted, uploaded or stored by the Province or Users through the use of the Cloud Services Solution (collectively, "**Province Data and Materials**") and all associated Intellectual Property Rights therein; and

(c) all of the following:

(i) (A) software developments of any type, (B) application programming or other interfaces, (C) database structures, and (D) templates or other works, in the cases of subsections (A), (B), (C) and (D) that are custom-developed by the Contractor or a Subcontractor for the Province as part of the Services and specifically identified as such in a Project Plan; and

(ii) work flows, business rules, and processes that are defined or created by the Province or Users using the configuration tools of the Cloud Services Solution and embedded in the Cloud Services Solution, in the form that they are downloadable or retrievable by the Province from the Cloud Services Solution,

(collectively, the "**New Materials**"). The Province's ownership of New Materials will arise upon creation of the New Materials, including all work-in-progress. For greater certainty, New Materials do not include the Contractor's underlying Cloud Services Solution including its functionality or configuration tools, or any of Contractor's Intellectual Property Rights.

10.3 New Materials

The Contractor will:

(a) from time to time as requested by the Province, provide a listing and certification of the Province's ownership of New Materials developed or under development by the Contractor for the Province as at the date of the Province's request;

(b) confirm the vesting in the Province of ownership of the New Materials, including all Intellectual Property Rights therein and free of any confidentiality restrictions that might otherwise apply under Article 11, and including the execution of any documents to that effect required by the Province; and

(c) in the case of New Materials that are copyrightable, waive and ensure that all Contractor Personnel and Subcontractors waive, any moral rights that they may have in the New Materials.

10.4 License to Use Province Data and Materials and New Materials

The Province hereby grants to the Contractor for the Term a limited, non-exclusive, revocable, fully paid, royalty-free, sublicensable to its affiliates and Subcontractors, license to use, process, reproduce, modify, and distribute the Province Data and Materials and New Materials, solely for the purpose of providing Services and use of the Cloud Services Solution to the Province.

10.5 Reservation of Rights

Any rights of the Province not expressly granted to the Contractor by the Province pursuant to this Agreement will remain with the Province.

10.6 License to Contractor's Intellectual Property Rights

To the extent any New Materials embed any Contractor's Intellectual Property Rights, the Contractor hereby grants to the Province:

(a) a non-exclusive, perpetual, irrevocable, fully paid, royalty-free, worldwide license to use, reproduce, modify, and distribute any such Contractor's Intellectual Property Rights (provided the foregoing license does not permit the Province to use any such Contractor's Intellectual Property Rights in stand-alone form or for any purpose other than as embedded in the New Materials); and

(b) the right to sublicense to the Province's contractors and their subcontractors all such rights for the sole purpose of allowing such contractors and their subcontractors to assist the Province in the exercise of the rights granted to it in section 10.6(a).

For clarity, this section 10.6 does not grant the Province any right to access or use the Cloud Services Solution (or any component thereof) including after the end of the Term, and, if applicable, any Termination Assistance Period.

ARTICLE 11
CONFIDENTIALITY, PRIVACY AND SECURITY

11.1 Confidentiality

Subject to section 11.2, the Receiving Party will maintain in confidence the Confidential Information disclosed to it by the Disclosing Party, and will not, without the prior written consent of the Disclosing Party, publish, release, disclose or permit to be published, released or disclosed, either before or after the expiration or sooner termination of this Agreement, the Confidential Information other than (i) to its employees, consultants, agents, other representatives, or its professional advisors, who are bound by terms of confidentiality and non-use comparable in scope to those set forth in this Article 11, with a need to know, or (ii) to any other party provided that the prior written consent of the Disclosing Party has been obtained and the Receiving Party has executed a written agreement with that other party requiring the Confidential Information to be held in confidence on terms no less protective than those under this Agreement, and not less than a reasonable degree of care, except where:

(a) the information is, at the time of the disclosure by the Disclosing Party to the Receiving Party, publicly available, or subsequently becomes publicly available through no act or omission of the Receiving Party;

(b) the information is obtained by the Receiving Party from an independent third party without breach of this Agreement, as shown by documentation establishing the third party as a source of the information, and not obtained by the third party from the Disclosing Party;

(c) the Receiving Party can establish, by written record or other tangible evidence, that the information was in its possession prior to disclosure of that information by the Disclosing Party to the Receiving Party;

(d) the information is independently developed by the Receiving Party without reference to the Confidential Information of the Disclosing Party; or

(e) the publication, release or disclosure is required by law, regulation, or securities exchange requirement and, in the case of the Province, including FIPPA, provided in all cases that the Receiving Party provides prompt notification to the Disclosing Party of such required publication, release or disclosure.

11.2 Identification of Confidential Information

If the Disclosing Party desires that the information provided to the Receiving Party under this Agreement be held in confidence and be qualified as Confidential Information, the Disclosing Party will:

(a) identify the information by labeling it as "Confidential" or "Proprietary" with respect to any written or tangible form; and

(b) clearly notify the Receiving Party, prior to disclosing the information orally, that the information about to be disclosed by the Disclosing Party is Confidential Information of the Disclosing Party.

For greater certainty, the parties agree that the Cloud Services Solution and Documentation is Confidential Information of the Contractor, and the Province Data and Materials are the Confidential Information of the Province.

11.3 Protection of Confidential Information

The Receiving Party will be responsible for maintaining the security and confidentiality of the Confidential Information of the Disclosing Party using the same standard of care that it uses for Receiving Party's own confidential information, but not less than a reasonable standard of care.

11.4 Privacy and Security Obligations and Point of Contact

The Contractor will comply, and will ensure that Contractor Personnel comply, with the Privacy Protection Schedule and Security Schedule. The Contractor will provide in writing to the Province contact information for a Contractor Personnel who will be the point of contact for any matters in connection with the Contractor's and any Subcontractor's compliance with the Privacy Protection Schedule and Security Schedule. If there is any change to the point of contact designated by the Contractor pursuant to this section, the Contractor will notify the Province Contract Manager of such change in writing and will designate a new point of contact for the matters contemplated in this section.

11.5 Additional Requirements for Province Data and Materials

(a) At all times, in the provision of Services, the Contractor will process, transmit, access, store, receive, collect, use, record, disclose, transfer, transmit, retain, dispose of, destroy, manage or otherwise handle Province Data and Materials only within (and using hardware, software, devices, and communications facilities, infrastructure and networks located within) Canada and the United States, except as otherwise expressly agreed by the Province from time to time including in this Agreement.

(b) The Contractor will not store any Province Data and Materials on portable media or devices capable of data storage (including laptops, PDAs, and memory sticks), except where such storage is strictly required for the performance of the Contractor's obligations under this Agreement.

(c) The Contractor acknowledges and agrees that Province Data and Materials are and remain under the control of the Province even though they may be in the Contractor's possession including while processed or stored at any of the Service Locations. At no additional cost to the Province, the Province will have immediate, complete, and unconditional access at all times during the Term and after to

Province Data and Materials (even during any Dispute) and will have the ability to import or export, in whole or in part, Province Data and Materials hosted in the Cloud Services Solution (including all Databases created or produced on the Cloud Services Solution during the Term) in a standard, machine-readable format. The Contractor will assist the Province in accessing Province Data and Materials (including for purposes of extraction and deletion) in the event that any Province Data and Materials are not accessible to the Province through its use of the Cloud Services Solution and Services in accordance with this Agreement.

(d) In the event any Province Data and Materials are destroyed, lost or altered due to any act (that is a breach of this Agreement by Contractor or that is a negligent act) or omission of the Contractor or any the Contractor Personnel (whether such Contractor Personnel are acting within or outside the scope of their employment or consulting retainer), including any breach of its obligations set out in this Agreement, the Contractor will be responsible for Restoration (as defined below), which will be performed in accordance with reasonable commercial practice and at the Contractor's sole cost and expense. The Contractor will prioritize this effort in a manner designed to minimize any adverse effect upon the Province's business/operations or the Services due to the destruction, loss or alteration of the Province Data and Materials. "**Restoration**" will include: (i) restoring such Province Data and Materials to the most recently available electronic back-up; or (ii) where back-up of such Province Data and Materials is not available, upon the Province's reasonable request, restoring or reconstructing such Province Data and Materials utilizing electronic means, provided that such restoration or reconstruction is commercially reasonable. The Province will cooperate with the Contractor by providing any available information, files or raw data needed for the regeneration of Province Data and Materials.

(e) The Contractor will create a back-up of Province Data and Materials daily. The Contractor will store such back-ups in an encrypted format at the Disaster Recovery Facility. In the event of a disaster, such back-ups will be retrieved and used in accordance with the Business Continuity Plan, without any additional cost to the Province.

(f) Upon the Province's request at any time, upon reasonable written notice to Contractor, and upon expiration or termination of this Agreement or Termination Assistance Period for any reason, the Contractor will, unless otherwise directed by the Province, and upon the payment of $10,000 to the Contractor (i) promptly return to the Province, in the format and the manner requested by the Province, all or any part of the Province Data and Materials; and (ii) upon the Province's written instruction, permanently and securely erase or destroy all copies of such returned Province Data and Materials (in which case the Contractor will complete the destruction requested and provide the Province with written confirmation of the actions taken within twenty Business Days of receipt of the Province's written instructions), except that (A) the return and destruction of Province Data and Materials will not apply to any Province Data and Materials that the Contractor or any of its Subcontractors are required to retain under any applicable law, rule or

regulation, and (B) any copies of Province Data and Materials created pursuant to automatic archiving and back-up procedures will not be returned but will be erased; provided that in the case of both subsections (A) and (B) the provisions of this Agreement will survive indefinitely and continue to apply to any such Province Data and Materials notwithstanding anything contained herein to the contrary. At no time during the Term will the Contractor delete or destroy any Province Data and Materials without the express written consent of the Province and, unless otherwise directed in writing by the Province, the Contractor will retain all Province Data and Materials in an accessible form for a period of at least six months after the later of the expiration or termination of this Agreement or the Termination Assistance Period.

11.6 FIPPA Disclosures and Inspections

The Contractor acknowledges that the Province is subject to FIPPA. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that the Province may disclose this Agreement and related documents, records and information as required by applicable law (including FIPPA) or valid orders or directions of a court, tribunal or governmental authority of competent jurisdiction and in accordance with the Province's policies and practices regarding disclosures required under applicable law. The Province will comply with applicable requirements under FIPPA to give notice to the Contractor of an intended disclosure by the Province of this Agreement or related documents, records and information. The Contractor further acknowledges that under FIPPA, the Commissioner (as defined in FIPPA) has the power to obtain information and evidence in the course of conducting an investigation or an inquiry under FIPPA. Accordingly, the Contractor will provide reasonable cooperation to the Province with respect to investigations or inquiries of the Commissioner under FIPPA in connection with any information related to this Agreement that the Commissioner is entitled to obtain under FIPPA.

ARTICLE 12
SUBCONTRACTING

12.1 Subcontracting

The Contractor will not, without the prior written approval of the Province, subcontract any of the Contractor's obligations under this Agreement to any person, other than to persons listed in Schedule "L". The Contractor agrees that it shall continue throughout the Term to retain the Subcontractors identified in Schedule "L" that are the providers of the components of the Cloud Services Solution s.21 ; and that such persons shall continue to provide the Cloud Services Solution, unless the Contractor has obtained the Province's prior written consent pursuant to section 12.2 for such persons to discontinue providing any part of the Cloud Services Solution.

12.2 Province Approval

If the Contractor wishes to retain any Subcontractors, other than those already listed in Schedule "L", in the performance or delivery of any Services, the Contractor will submit a written request to the Province specifying the Services for which approval of such Subcontractor is sought. The Contractor will provide the Province with such information regarding the proposed

Subcontractor as may be requested by the Province. The Province, acting reasonably, may approve and add to Schedule "L" or, acting reasonably, reject any proposed Subcontractor. The approval by the Province of a proposed Subcontractor will pertain only to the retainment of such Subcontractor for the specific Services described in the Contractor's request for the Province's approval.

12.3 Responsibility for Subcontractors

No subcontract, whether approved by the Province or not, will relieve the Contractor of any of its obligations under this Agreement or impose any obligation or liability upon the Province in relation to any such Subcontractor. Without limiting the general nature of the foregoing, the Contractor will be solely responsible for all fees, charges, expenses and other amounts payable to its Subcontractors and will be fully liable for all actions and omissions of its Subcontractors.

12.4 Subcontract Terms

The Contractor will 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 section 12.4(a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations. Without limiting the general nature of the foregoing, the Contractor will ensure that no subcontract includes any term or provision that is inconsistent with, or contrary to, the terms and conditions of this Agreement.

ARTICLE 13
ASSIGNMENT

13.1 Assignment by the Province

The Province may assign at any time, without the consent of the Contractor, this Agreement or any of its rights or obligations under this Agreement as part of a restructuring to any 'government body' as defined in the FAA.

13.2 Assignment by the Contractor

The Contractor will not assign at any time, either directly or indirectly, this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the Province, which consent will not be unreasonably, withheld, delayed or conditioned. Without limiting the foregoing, an assignment shall include, but not be limited to (a) a sale of all or substantially all the assets of the Contractor, (b) a change in fifty percent (50%) or more of the beneficial ownership of equity interest or voting power of the Contractor or any entity that directly or indirectly controls the Contractor.

ARTICLE 14
LEGAL RELATIONSHIP

14.1 Independent Contractor

The Contractor is an independent contractor and not the servant, employee, partner or agent of the Province.

14.2 No Partnership

No partnership, joint venture or agency will be created or will be deemed to be created by this Agreement or any action of the parties under this Agreement.

14.3 No Authority

The Contractor does not have any authority to, and will not, in any manner whatsoever, commit or purport to commit the Province to any obligation or liability of any kind whatsoever, including the payment of any money to any person.

14.4 Non-Exclusive Relationship

The parties' relationship under this Agreement shall be non-exclusive, and this Agreement will not be interpreted to bind the Province in any way to an exclusive relationship with the Contractor. For greater certainty, nothing contained in this Agreement prevents the Province from procuring from any other contractors, or itself providing, any subscriptions or services, including that may relate to, interface with, or otherwise be used in connection with the Services or Cloud Services Solution.

ARTICLE 15
INDEMNITY AND LIABILITY

15.1 Indemnity

Without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, the Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim, damages, fines, penalties, action, cause of action, cost or expense (including court costs and reasonable fees and expenses of lawyers, accountants and other experts and professionals) 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 negligent act or omission by the Contractor or by any of the Contractor's Subcontractors in connection with this Agreement or breach by the Contractor of this Agreement;

(b) any representation or warranty of the Contractor (i) being untrue or incorrect as of the Effective Date, or (ii) thereafter becoming untrue or incorrect, and in the case of subsection (ii), in the case that the non-compliance arises due to factors outside

of the Contractor's reasonable control the non-compliance is not addressed in a timely manner through a reasonable plan and schedule put forward by the Contractor and approved by the Province pursuant to Level 2 of the Governance Process;

(c) any bodily injury or damage to real property or tangible personal property, to the extent caused by Contractor or any of the Contractor's Subcontractors;

(d) any damage, loss or destruction of any tangible, real, personal or intangible property, including any Province Data and Materials, to the extent caused by any negligent act or omission of Contactor or the Contractor's Subcontractors;

(e) any amounts (including taxes) assessed against the Province that are the obligation of the Contractor, including as a result of the Contractor's failure to pay any taxes for which it is responsible;

(f) any claim by a third party that (i) the Services; (ii) all or any part of the Cloud Services Solution; (i) the Contractor's performance or the receipt by the Province of the Services under this Agreement; (iv) any Deliverable; or (v) the access to or use by the Province of the Cloud Services Solution as permitted pursuant to this Agreement, infringes, violates or misappropriates any third party Intellectual Property Rights.

15.2 Infringement Indemnity Exception

The obligations of the Contractor set out in section 15.1(f) will not apply to the extent that a claim by a third party is based on: (a) the unauthorized use by the Province of the Cloud Services Solution, Services or Deliverables in a manner not permitted by this Agreement, if such claim would not have arisen but for such unauthorized use; (b) the modification of the Cloud Services Solution, Services or Deliverables by or on behalf of the Province in a manner not permitted by this Agreement, if such claim would not have arisen but for such modification or (c) a combination of Cloud Services Solution and/or Deliverables with software or hardware not supplied or recommended for use in writing by the Contractor, where such combination is the cause of such claim of infringement or misappropriation.

15.3 Infringement Claim Procedure

Without limiting the Contractor's liability or obligations under section 15.1 if all or any part of the Cloud Services Solution, Services or Deliverables becomes the subject of a claim described in section 15.1(f), the Contractor (at its own expense and without prejudice to the other rights the Province may have under this Agreement) will promptly: (a) procure for the Province the right to use the infringing Cloud Services Solution, Services or Deliverables or part thereof; or (b) modify or replace the infringing Cloud Services Solution, Services or Deliverables or part thereof so that it is non-infringing without the loss of the quality, performance or functionality or (c) if neither of (a) or (b) is available on commercially reasonable terms, discontinue the infringing Cloud Services Solution, Services or Deliverables and refund the Fees paid for such infringing Cloud Services Solution, Services or Deliverables, provided that if the discontinuing of such infringing Cloud

Services Solution, Services or Deliverables would have a material impact on the Services the Province may, subject to section 17.9, terminate this Agreement.

15.4 Indemnification Procedures

Subject to any restrictions or other limitations contained in the *Crown Proceeding Act* or other applicable law:

(a) if the Province intends to seek indemnification under this Agreement from the Contractor in respect of any Loss, then the Province will promptly give the Contractor written notice of such Loss for indemnification; provided, however, that the failure of the Province to give the Contractor such prompt notice will not relieve the Contractor of its obligations under this Agreement, except to the extent that such failure results in a prejudice to the Contractor's defense to such Loss;

(b) if the Contractor receives a notice of any Loss pursuant to section 15.4(a), then the Province will cooperate with the Contractor and the Contractor will control the defense of any third party claim with respect to such Loss and any related settlement; provided, however, that if the defendants in any such action include both the Province and the Contractor, and the Province concludes that there may be legal defenses available to it which are different from or additional to those available to the Contractor, then the Province will have the right to select separate counsel, the cost of which will be at the Province's expense (without reimbursement by the Contractor under an indemnity or otherwise) to assert such legal defenses or to otherwise participate in the defense of such action on behalf of the Province;

(c) if the Province is entitled to indemnification under this Agreement as a result of a third party claim, and if the Contractor fails or chooses not to assume the defense of such claim, or fails to proceed, then the Province may, at the expense of the Contractor, contest (or, with the prior consent of the Contractor not to be unreasonably withheld or delayed, settle) such claim. The Province will not otherwise settle any claim with respect to which it has sought or intends to seek indemnification pursuant to this Agreement without the prior written consent of the Contractor, which consent will not be unreasonably withheld or delayed; and

(d) if the Contractor settles any third party claim for which it may be liable to provide indemnification pursuant to this section without the prior written consent of the Province (acknowledging that pursuant to the Crown Proceeding Act the Province is not required to obtain or provide such consent, and will not be required to do so pursuant to this provision); then if the Contractor has reached a bona fide full and final settlement in respect of all Loss involving the Province and such plaintiff(s) in any such action with the plaintiff(s), and the Province does not (or is not asked to) consent to such settlement, the dollar amount specified in the settlement will act as an absolute maximum limit on the indemnification obligation of the Contractor.

15.5 Monetary Limitations of Liability

Subject to section 15.7, the indemnification by the Contractor pursuant to section 15.1 is limited to:

(a) $2,000,000 per Loss; and

(b) $2,000,000 in the aggregate for all Losses.

15.6 Damages Exclusions

Subject to section 15.7, neither party shall be liable whether in contract, tort (including for negligence and breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for any of the following types of damages, even if such party has been advised of the possibility of such damages in advance:

(a) indirect, incidental, consequential, or special damages; or

(b) any loss (whether direct or indirect) of profits, business, business opportunities, or revenue.

Without limiting the Losses recoverable under this Agreement, the following Losses incurred by the Province shall be deemed to be direct damages and will not be excluded under this section 15.6:

(i) costs and expenses of restoring or reloading any corrupted or damaged Province Data and Materials; and

(ii) cover damages, including for engaging other third parties and/or using and implementing, on a temporary, intermittent, long-term or permanent basis, alternate or substitute equipment, software, services, or fixes, and including all payments, costs and expenses, including administration and professional costs and expenses (including legal, technical, consultant, fees, costs and expenses) in connection with the foregoing.

15.7 Exceptions to Monetary Limitations of Liability

The limitations set out in sections 15.5 and 15.6 do not apply to a Loss resulting from or relating to any of the following:

(a) bodily injury or damage to real property or tangible personal property;

(b) infringement of third party Intellectual Property Rights;

(c) a breach of Article 11;

(d) claims by or damages or other liabilities owed to a third party as a result of negligence or other actionable act or omission of Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors; or

(e) a wrongful, deliberate and permanent cessation of the Services (in their entirety) by the Contractor for a reason other than (A) as set out in this Agreement or (B) where the Contractor otherwise believes it has a legal right to do so.

ARTICLE 16
INSURANCE

16.1 Insurance

The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:

(a) Commercial General Liability in an amount not less than $2,000,000 each and every claim against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:

(i) include the Province as an additional insured,

(ii) be endorsed to provide the Province with thirty (30) days' advance written notice of cancellation, and

(iii) include a cross liability clause;

(b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount each and every claim, and in the aggregate not less than $2,000,000;

(c) Network Security and Privacy Breach Liability in an amount each and every claim, and in the aggregate not less than $500,000, and

(d) any additional insurance which the Contractor is required to provide by law or which the Contractor considers necessary to cover risks in connection with the provision of the Services under this Agreement not otherwise addressed in this Article 16.

16.2 Insurance Requirements

All insurance described in section 16.1 must:

(a) be primary; and

(b) not require the sharing of any loss by any insurer of the Province.

16.3 Evidence of Insurance

The Contractor must provide the Province with evidence of all required insurance as follows:

(a) within ten (10) Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a of a completed Province of British Columbia Certificate of Insurance; and

(b) if any required insurance policy expires before the end of the Term, the Contractor must provide, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance.

16.4 Alternative Requirement

Despite section 16.1(b), if in the Province's discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 16.1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

16.5 Workers' Compensation

(a) Without limiting any other provision of this Agreement, 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, if applicable, the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

(b) Within ten (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 section 16.5(a).

ARTICLE 17
EVENTS OF DEFAULT; TERMINATION

17.1 Contractor Events of Default

Each of the following occurrences will be deemed to be a Contractor Event of Default for the purposes of this Agreement, in addition to any matter that is described in any provision of this Agreement as constituting a Contractor Event of Default:

(a) an Insolvency Event;

(b) the Contractor fails to comply with any provision of this Agreement on the part of the Contractor, whether as a single event, a series or number of events, or a continuing or persistent event, that individually or cumulatively causes any one or more of the following: (i) the inability of the Province to use the Cloud Services Solution and Documentation (or a significant portion thereof) in accordance with

this Agreement, or (ii) a security risk to, or unauthorized disclosure of or access to, misuse of, the Province Data and Materials;

(c) the Contractor commits three Service Level Failures of the same Service Level in any six month rolling period;

(d) the Contractor fails to comply with any provision of the Privacy Protection Schedule or the Security Schedule, provided such breach is not cured within sixty (60) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(e) the Contractor fails to maintain books of account or permit audits or inspections as required by Article 8, provided such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(f) the Contractor fails to secure insurance coverage required by this Agreement, or fails to comply fully with any provision of Article 16 provided such breach is not cured within thirty (30) days of notification by the Province of such breach (except that no cure period shall apply to any breach which by its nature cannot be cured);

(g) there is any theft, fraud or other misappropriation of Province funds, Province Assets, or Province Data and Materials by the Contractor or its Contractor Personnel;

(h) there is any direct or indirect assignment of this Agreement by the Contractor contrary to section 13.2;

(i) any material representation, warranty or covenant made by the Contractor in section 9.1 is untrue or incorrect, provided such breach is not cured within thirty (30) days of notification by the Province of such material breach (except that no cure period shall apply to any breach which by its nature cannot be cured); or

(j) in respect of any other obligation of the Contractor set out in this Agreement, the Contractor commits a material breach, provided that such breach is not cured within thirty (30) days of notification by the Province of such material breach (except that no cure period shall apply to any breach which by its nature cannot be cured).

17.2 Remedies of the Province

Without limiting any other rights or remedies that the Province may have at law, in equity, or as otherwise set forth in this Agreement, upon the occurrence of a Contractor Event of Default, the Province may deliver written notice to the Contractor specifying the Contractor Event of Default and the Province may, at its option, elect to do any one or more of the following:

(a) by written notice to the Contractor, the Province may require the Contractor, at the Contractor's expense, to take all actions as are necessary to cure the Contractor Event of Default within a reasonable time period specified in the notice accounting for the circumstances and impacts of the Contractor Event of Default (but not

greater than 60 days cure period unless otherwise specified by the Province in its discretion), provided that within the period that is 15 days after the receipt of the notice the Contractor may, pursuant to Level 2 of the Governance Process, discuss the appropriate actions required with the Province and put forward a reasonable plan to cure the Contractor Event of Default within such cure period (or such longer cure period as the Province may agree), and provided further the Province shall not pursue remedies under this section 17.2 that are duplicative of one another;

(b) by written notice to the Contractor, the Province may require the Contractor, at the Contractor's expense, to cure the Contractor Event of Default by implementing Improvements to the Cloud Services Solution on an accelerated basis, or by correcting or re-performing any defective or non-conforming Cloud Services Solution, Deliverables or Services that are causing the Contractor Event of Default, within a reasonable time period or time periods specified in the notice accounting for the circumstances and impacts of the Contractor Event of Default (but not greater than 60 days cure period unless otherwise specified by the Province in its discretion), provided that within the period that is 15 days after the receipt of the notice the Contractor may, pursuant to Level 2 of the Governance Process, discuss the appropriate actions required with the Province and put forward a reasonable plan to cure the Contractor Event of Default within such cure period (or such longer cure period as the Province may agree), and provided further that such remedy would reasonably be expected to cure the Contractor Event of Default, and provided further the Province shall not pursue remedies under this section 17.2 that are duplicative of one another;

(c) if there is a Contractor Event of Default that has created, or may result in a material interruption or disruption in the provision of the Services or Cloud Services Solution (or a significant portion thereof), and provided that the Province has (where reasonably practicable) first consulted with the Contractor and provided the Contractor with a reasonable opportunity to cure that Contractor Event of Default (but not greater than 60 days cure period unless otherwise specified by the Province in its discretion), the Contractor has been unable to demonstrate that it is still able to provide the applicable Services or Cloud Services Solution in material compliance with the terms of this Agreement, then:

(i) by written notice to the Contractor, the Province may suspend the provision of the affected Services or Cloud Services Solution (including any of them provided by any Subcontractors), but only for so long as the circumstances referred to in this section 17.2(c) subsist, until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Province that it will perform (and is capable of performing) its obligations in respect of the affected Services or Cloud Services Solution to the required Specifications (the "**Suspended Services**"), in which case the Province:

(A) shall not be obliged to pay the relevant Fees in respect of the Suspended Services; and

(B) may procure the Suspended Services from an alternative service provider, and all Losses incurred by or on behalf of the Province will be reimbursed by the Contractor on demand, including the difference in fees between the fees and expenses of the alternative service provider to provide the replacement Services and the Fees hereunder for the same Services. Notwithstanding the foregoing, in no event shall the Contractor be responsible for any costs pursuant to this section 17.2(c) in excess of the amounts that the Contractor would have been paid for delivering the Services and Cloud Services Solution if the Contractor was not in material breach of the Agreement;

(d) pursue any remedy available to it at law or in equity; or

(e) if there is a Contractor Event of Default that is unable to be cured by the Contractor within any applicable cure period in this Agreement, by written notice to the Contractor, the Province may terminate this Agreement with immediate effect.

17.3 Delay Not a Waiver

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

17.4 Notice by Contractor of Events of Default

If the Contractor becomes aware that a Contractor Event of Default has occurred or is likely to occur, the Contractor must promptly notify the Province of the particulars of the Contractor Event of Default or anticipated Contractor Event of Default, along with the steps the Contractor proposes to take to address, or prevent recurrence of, the Contractor Event of Default.

17.5 Province Event of Default

The Province will be in material default of its obligations under this Agreement (a "**Province Event of Default**") if the Province (a) fails to pay when due, any Fees payable by the Province to the Contractor pursuant to this Agreement that the Province is not disputing and diligently attempting to resolve the Dispute pursuant to section 7.6 (or are not subject to an agreement between the parties in settlement of such a Dispute) (a "**Payment Default**") or (b) the Province commits any other material default of its obligations under this Agreement, and in the case of subsections (a) and (b) the Province fails to rectify such default within sixty (60) days of its receipt of a written notice from the Contractor of such default, such notice to state in reasonable detail the nature and specifics of the failure. The Contractor may extend such sixty (60) day period, in its discretion, for such additional period of time upon written notice of such extension to the Province.

17.6 Remedies of the Contractor for Province Event of Default

Upon the occurrence of a Province Event of Default, or at any time thereafter, the Contractor may, at its option, elect to do any one or more of the following:

(a) pursue any remedy available to it at law or in equity;

(b) in the case of a Payment Default that is not rectified pursuant to section 17.5 (but, for clarity, not any other Province Event of Default), suspend the Services and the Province's access to and use of the Cloud Services Solution that are the subject of the Payment Default, provided the Contractor provides not less than thirty (30) days notice of its intention to suspend if the past due invoices are not paid (which notice may be given in the same notice referred to in section 17.5 or a subsequent notice, provided that in no event shall a suspension go into effect until the cure period referred to in section 17.5 has elapsed without the Payment Default being rectified);

(c) in the case of a Payment Default that is not rectified pursuant to section 17.5, by written notice to the Province, terminate this Agreement with immediate effect; or

(d) in the case of a Province Event of Default that is not rectified pursuant to section 17.5 in respect of any of the following sections (but, for clarity, not any other Province Event of Default other than a Payment Default):

(i) section 3.2(a) or 3.2(d) (Cloud Services Solution);

(ii) section 10.1 (Cloud Services Solution and Contractor Intellectual Property Rights);

(iii) section 11.1 or 11.3 (Confidentiality; Protection of Confidential Information),

terminate this Agreement with immediate effect.

17.7 Termination by Province for Default or other Event

Without limiting any other rights and remedies that the Province may have at law, in equity or as otherwise set forth in this Agreement, the Province may terminate this Agreement under section 17.2 on the happening of a Contractor Event of Default or under any other provision set out in this Agreement that provides for a specific termination right in favour of the Province, in all cases subject to any provisions in this Agreement establishing cure periods for the Contractor Event of Default or other applicable time periods before the termination shall become effective.

17.8 Termination for Convenience by Province

In addition to the Province's right to terminate this Agreement as described in section 17.7, the Province may terminate this Agreement, or any part of this Agreement, for any reason or for no reason by giving at least one hundred twenty (120) days' written notice of termination to the Contractor ("**Province Termination for Convenience**"). Any Province Termination for Convenience shall be without any cost, penalty, liability or termination fee whatsoever to the Province, other than (a) payment of any amounts owing pursuant to section 17.9 or 18.5; and (b) the Province shall pay to or reimburse the Contractor for any expenses reasonably incurred by it in connection with the termination, including payment obligations to third parties that are non-cancellable without the payment of fees or charges, as such expenses are further described and subject to the maximum reimbursable amount set out in Schedule "R" ("**Termination Expenses**"). For all such Termination Expenses the Contractor must submit to the Province detailed invoices

and supporting documentation acceptable to the Province, acting reasonably. Termination Expenses shall not include foregone revenue or profit (provided, however, this shall not be interpreted to limit any non-cancellable payment obligations to third parties including Subcontractors as aforesaid), or any costs or expenses that could have been mitigated by the Contractor.

17.9 Payment Consequences of Expiration and Termination

Without limiting any other rights or remedies that the Province or Contractor may have at law, in equity, or as otherwise set forth in this Agreement, if this Agreement expires or is terminated under any provision of this Agreement:

(a) the Province shall pay to the Contractor the Fees due and payable by the Province for use of the Cloud Services Solution and Documentation and for Services through to the expiry or termination date and to the end of the Termination Assistance Period (if applicable) for (i) Milestones that have been achieved for Services completed as confirmed by the Province Contract Manager (including any required Acceptance), or at any other stage of completion of Services and Deliverables in accordance with the Province's rights of use under this Agreement, and any work-in-progress Services performed and Deliverables created or developed by the Contractor whether completed or not; and (ii) license and subscription fees on account of use of the Cloud Services Solution or Services, subject, however, in all cases to any of the following by the Province in the event of a Contractor Event of Default: claims for any Losses;

(b) the Contractor shall, within thirty (30) days of termination or the end of the Termination Assistance Period (as the case may be), provide the Province with a pro-rata refund of any Fees (including license and subscription fees on account of use of the Cloud Services Solution or Services) which have been paid in advance on account of the period post-expiry or termination or the end of the Termination Assistance Period (as the case may be). Any amounts owing under this section 17.9(b) may be recovered as a debt owing to the Province or the Province may deduct it from other money owed by the Province to the Contractor; and

(c) if this Agreement is terminated by the Province for reason of a Province Termination for Convenience, the Province will pay to the Contractor the Termination Expenses within thirty (30) days after (i) the effective date of termination, or, if applicable, the expiry of any Termination Assistance Period, and (ii) receipt of a written invoice from the Contractor including the content as described in section 17.8 and Schedule "M".

17.10 Discharge of Liability

The payment by the Province of the amounts described in section 17.9 discharges the Province from all liability to make payments otherwise due to the Contractor under this Agreement as well as from all other claims, losses, damages, liabilities, costs and expenses of the Contractor under or related to this Agreement whether in contract, tort (including negligence), misrepresentation (whether innocent or negligent), restitution or otherwise, provided that this discharge of liability

does not apply to claims, losses, damages, liabilities, costs and expenses resulting from or relating to any of the following:

(a) bodily injury or damage to real property or tangible personal property;

(b) infringement by the Province of third party Intellectual Property Rights;

(c) a breach by the Province of Article 11;

(d) claims by or damages or other liabilities owed to a third party as a result of negligence or other actionable act or omission of the Province or by any of the Province's agents, employees, or contractors.

ARTICLE 18
TERMINATION SERVICES

18.1 Termination Assistance Period

The period during which the Contractor is obligated to provide the Termination Assistance Services to the Province (the "**Termination Assistance Period**") will commence upon the expiry of the Term or upon the delivery by either party of a notice of termination given in accordance with this Agreement and will end upon the earlier of the completion of the Termination Assistance Services or one year after the Termination Date.

18.2 Termination Assistance Services

During the Termination Assistance Period, the Contractor will provide the Province with the following services (collectively, the "**Termination Assistance Services**"):

(a) cooperation with and assistance to the Province or its contractor in order to facilitate the transfer of the Terminated Services to the Province or its contractor, as designated by the Province, in an orderly, effective and efficient manner without interruption or adverse effect;

(b) providing assistance and information requested by the Province in order to transition the Terminated Services from the Contractor to the Province or its contractor, and answering all reasonable questions from the Province or its contractor regarding the Terminated Services;

(c) if the Province intends to engage a contractor to provide the Terminated Services, assisting the Province to describe the Terminated Services for the purposes of any competitive procurement process, bid specification or similar document in respect of the Terminated Services;

(d) providing appropriate information concerning the migration of the Province Data and Materials in a format stipulated by the Province and assisting the Province with development of a transition plan describing the process by which any of the Terminated Services could be provided by the Province or its contractor, including

all instructions, processes or methodologies required to transition and perform the Terminated Services;

(e) assistance with the provision of mutually agreed training for those persons designated by the Province who will be assuming responsibility for the Terminated Services; and

(f) such other matters as may be set out in sections 18.3, 18.4 and the Termination Assistance Plan including the Contractor's development and implementation of the Termination Transition Plan.

The specific Termination Assistance Services to be provided by the Contractor, including the Termination Assistance Services in respect of the foregoing, will be described more fully in the Termination Assistance Plan.

18.3 Termination Assistance Plan

As part of the Termination Services, the Contractor will develop and deliver a mutually agreed to termination assistance plan for the transition of the Terminated Services from the Contractor to the Province or its contractor, as directed by the Province, in the manner set forth in this Article 18 (the "**Termination Assistance Plan**"). The framework for the Termination Assistance Plan will be determined by the parties through their respective representatives. As part of the Termination Services, immediately upon the commencement of the Termination Assistance Period, the Contractor will, in consultation with the Province and such other persons as the Province may direct, commence in good faith and with all reasonable diligence to develop the complete Termination Assistance Plan based upon the agreed framework, and setting out in detail the specific tasks to be accomplished by each party, and a schedule pursuant to which the tasks are to be completed. The parties will monitor the performance of the Termination Services and the Termination Assistance Plan on a regular basis through their respective representatives. The parties agree to provide to each other sufficient information to create or update the Termination Assistance Plan as required in accordance with the terms of this Agreement. The parties will revise and update the Termination Assistance Plan from time to time during the Termination Assistance Period.

18.4 Provision of Terminated Services

The Contractor will continue to provide the Terminated Services during the Termination Assistance Period unless the Province expressly requests the permanent or temporary discontinuation thereof (or a portion thereof). Any permanent or temporary discontinuation of the Terminated Services or any part thereof will be set out in the Termination Assistance Plan. Article 4 will remain in effect during the Termination Assistance Period and the Contractor will use the Key Personnel in the performance of the Termination Assistance Services, and in the performance of any other Services provided by the Contractor during the Termination Assistance Period, unless and until any individual Key Personnel resigns or is removed in accordance with section 4.3 or 4.5.

18.5 Charges for Termination Services

The Contractor will provide the Termination Assistance Services at the Contractor's rates set out in Exhibit M1 to Schedule "M" and in accordance with a budget jointly prepared by the parties and forming part of the Termination Assistance Plan, and the Province shall pay the Contractor's invoices for the provision of Termination Assistance Services in accordance with Article 7 Fees.

ARTICLE 19
GOVERNING LAW AND DISPUTE RESOLUTION

19.1 Governing Law

This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia and the laws of Canada applicable therein without regard to principles of conflicts of law. The International Sale of Goods Act of British Columbia and the United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to this Agreement or to the transactions contemplated by this Agreement.

19.2 Dispute Resolution

In the event of a dispute between the Contractor and the Province concerning the interpretation or application of any of the terms of this Agreement, any amounts due hereunder, the performance of the parties under this Agreement, or any matter to be agreed by the Parties pursuant to this Agreement (in each case, a "**Dispute**"), either party may send a written notice ("**Dispute Notice**") to the other party requesting resolution of the Dispute, and such Dispute will be referred to and finally resolved in accordance with the Dispute Resolution Process.

19.3 Content of Notice

A Dispute Notice given under section 19.2 will identify the Dispute and include a statement by the notifying party of its position in respect of the Dispute. All notices, discussions and other communications between the parties in respect of any Dispute will be on a without prejudice basis and may not be used, referred to or introduced into evidence in any proceedings in respect of that Dispute.

19.4 Continuity of Services

Subject to section 17.6(b), the Contractor will not, without prejudice to its rights, suspend, withhold or delay any Services or access to and use of the Cloud Services Solution, or fail to perform any obligations under this Agreement, by reason of any Dispute whatsoever between the Contractor and the Province.

19.5 Costs of Arbitration

Unless the parties otherwise agree in writing, or the arbitrator otherwise orders, the parties will share equally the costs of an arbitration under the Dispute Resolution Process other than those costs relating to the production of expert evidence or representation by counsel.

19.6 Interim Relief

Notwithstanding section 19.2, either party may apply at any time to any court of competent jurisdiction for injunctive or equitable relief to prevent irreparable harm or preserve the status quo pending resolution of the Dispute pursuant to section 19.2.

ARTICLE 20
NOTICE

20.1 Notice

Any notice, communication or other document that either party may be required or may desire to give to the other under this Agreement, will be in writing and conclusively deemed validly given to and received by the addressee if:

(a) delivered personally or by recognized courier service, on the day of its delivery;

(b) mailed by prepaid registered mail, on the third Business Day after the mailing of the same in British Columbia;

(c) sent by email, on the day of transmittal thereof if given during the normal business hours of the recipient and on the Business Day during which such normal business hours next occur if not given during such hours on any day, provided the sender does not receive a message that the email has not been received or the recipient is "out of the office";

addressed, as the case may be, to the Province at:

Ministry of Transportation and Infrastructure Information Management Branch
Suite 3D, 940 Blanshard Street Victoria, BC V8W 3E6
Email: Jasmine.Leung@gov.bc.ca
Attention: Jasmine Leung, Manager, Project Management Support Services

or to the Contractor at:

Project Execution Group Inc.
Suite 615, 11012 Macleod Trail S. Calgary, AB T2J 6A5
Email: glochhead@projectexecution.ca
Attention: George Lochhead, President

20.2 Change of Address

Either party may, from time to time, give notice to the other party of a substitute address, which from the date such notice is given, will supersede for purposes of section 20.1 any previous address specified for the party giving the notice.

ARTICLE 21
FORCE MAJEURE

21.1 Definition

In this Agreement, "**Force Majeure**" means an event or circumstance that is beyond the reasonable control of a party and which did not result from the negligence, fault or intentional wrongdoing of such party (including, in the case of the Contractor, any Contractor Personnel), but only if and to the extent such event or circumstance could not reasonably have been prevented by that party by reasonable foresight or precautions (including proper planning and execution of any applicable Business Continuity Plan), or circumvented through the use of industry standard alternate sources, work-around plans or other means, or is not contemplated or taken into account by any provision of this Agreement, and in all cases that prevents or delays that party in the performance or observance of any or all of its obligations under this Agreement, including:

(a) acts of God or natural disasters, including fire, flood, storm, earthquake;

(b) outbreak of serious disease or epidemic, quarantines or other public health emergencies;

(c) a war (declared and undeclared), insurrection or act of terrorism or piracy;

(d) a strike (including illegal work stoppage or slowdown), labour dispute or lockout;

(e) failure, malfunction or unavailability of power, telecommunications, data communications, computer systems or software and related services; or

(f) other events which the parties expressly agree in writing as constituting Force Majeure,

but lack of financial capability does not constitute Force Majeure and lack of labour, materials or utilities does not constitute Force Majeure unless such lack of labour, materials or utilities is caused by an event or circumstance that is itself Force Majeure.

21.2 Notice

A party that is prevented or delayed by Force Majeure and that seeks relief under this Article 21 must give notice to the other party as soon as possible after the event or circumstance of Force Majeure is known to the first party, and in any event not later than fifteen (15) days after the date when that event or circumstance is known to the first party. A party that has given notice of an event or circumstance of Force Majeure under this section 21.2 must promptly notify the other party of the cessation of the event or circumstance of Force Majeure.

21.3 Mitigation

Each party will exercise reasonable efforts to avoid or minimize any delay occasioned by an event or circumstance of Force Majeure.

21.4 Resumption of Performance

A party that is prevented or delayed in the performance of its obligations under this Agreement by an event or circumstance of Force Majeure will resume promptly its performance of such obligations after the cessation of the event or circumstance of Force Majeure.

21.5 Exception

Nothing in this Article 21 will excuse any default or failure to perform or comply under Article 11.

21.6 Consequences of Force Majeure Affecting Contractor

(a) The Province has no obligation to make payments to the Contractor under this Agreement for Services or use of the Cloud Services Solution that (i) the Contractor is unable to provide, or (ii) the Province is unable to use because of a Force Majeure affecting the Contractor. The Contractor shall credit the Province for the value of pre-paid Fees for Services or use of the Cloud Services Solution not used by the Province.

(b) If a Force Majeure prevents the Contractor's provision of the Services or the Cloud Services Solution (or a significant portion thereof) for a period exceeding thirty (30) Business Days, the Province may procure replacements for the Services or Cloud Services Solution (or a significant portion thereof) so adversely affected for the period in which the adverse effects are in effect plus such reasonable time as is required for the Contractor to be able to fully resume the provision of such Services or Cloud Services Solution.

21.7 Termination Right

If a Force Majeure affecting the Contractor that prevents it or delays it in the performance of its obligations under this Agreement continues for a period exceeding 90 days, the Province may, without liability or further obligation to the Contractor, terminate this Agreement in whole or in part as of the date specified in the notice of termination.

ARTICLE 22
MISCELLANEOUS

22.1 Waiver

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, an authorized representative of the waiving party and is not a waiver of any other breach or term.

22.2 Entire Agreement; Inconsistent Documents

(a) This Agreement constitutes the entire agreement between the parties and supersedes any other prior agreements, undertakings, declarations, commitments and understandings, whether written or oral, express or implied, statutory or otherwise between the parties with respect to the subject matter of this Agreement,

including the BVNRFP and the Contractor's proposal in response to it. There is no representation, warranty, collateral term or condition or collateral agreement affecting this Agreement, other than as expressed in writing in this Agreement. No trade terms or trade usages are to be incorporated by reference implicitly or otherwise into this Agreement, unless expressly referred to in this Agreement.

(b) Neither the Province nor any User will be required to agree to additional terms and conditions with the Contractor or any other party in connection with their access to and use of the Cloud Services Solution, and any "click through" or other form of subscriber terms and conditions shall be of no force or effect.

(c) Any preprinted terms on purchase orders or commercial documentation submitted by the Contractor shall not be operative between the parties, and shall be superseded and replaced by this Agreement.

22.3 Amendment

Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by both parties.

22.4 Publicity and Communications

The Contractor will not make any public announcement relating to this Agreement except with the prior written approval of the Province or as required by law, regulation, or securities exchange requirement. Without restricting the generality of the foregoing, the Contractor will submit to the Province for its prior written approval all advertising, written sales promotion, press releases, public notices and all other publicity matters or materials relating to this Agreement, or in which the Province's name, mark, or logo is mentioned or language from which the connection of said name, mark or logo may be inferred or implied, and will not publish or use such advertising, written sales promotion, press releases, public notices or any other publicity matters or materials without prior consultation with and the written approval of the Province. Notwithstanding the foregoing, the Contractor may include the Province's name and a factual description of the work performed under this Agreement only on employee bulletin boards, in internal business planning documents and whenever otherwise required by reason of legal, accounting or regulatory requirements.

22.5 Survival

Neither expiration nor any termination of this Agreement shall relieve either party of any obligation or liability accruing prior to such expiration or termination. In addition, sections 3.12(f) (for the Release Period, if applicable), 3.13 (for so long as the Province is using the Cloud Services Solution via the software-as-a-service continuity protection service, if applicable), 9.4, 10.1, 10.2, 10.3, 10.6, 11.1, 11.2, 11.3, 17.9, 17.10, and 19.1, and Article 15 and Article 18, and such other provisions as are necessary for the interpretation thereof, shall survive expiration or termination of this Agreement.

22.6 Province or Contractor Remedies

Except as expressly provided herein, the rights, powers and remedies conferred on each party under or in connection with this Agreement are not intended to be exclusive and each will be cumulative and in addition to and not in substitution for every other right, power and remedy existing or available to that party under or in connection with this Agreement, any other agreement, at law or in equity and the exercise by a party of any right, power or remedy will not preclude the simultaneous or later exercise by that party of any other right, power or remedy.

22.7 Time Periods

All specified time periods in this Agreement will be strictly construed, and (a) will not be impliedly waived or extended by any act or omission or course of dealing of either party in connection with this Agreement, and (b) may only be changed by written instrument between the parties.

22.8 Binding Effect and Enurement

This Agreement enures to the benefit of and is binding upon the Province and the Contractor and their respective successors and permitted assigns.

22.9 No Permit or Fetter

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 power or duty.

22.10 Conflict of Interest

The Contractor will not perform a service for or provide advice to any person where the performance of the service or the provision of the advice may or does, in the reasonable opinion of the Province, give rise to a perceived or actual conflict with the Contractor's obligations under this Agreement.

22.11 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable, in whole or in part, it will be severable from this Agreement and the remaining provisions will not be affected and will continue in full force and effect to the extent permitted by law.

22.12 Further Assurances

Each of the parties will, upon the reasonable request of the other, perform the acts, execute and deliver the writings, and give the assurances as may be necessary to give full effect to this Agreement.

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22.13 Execution by Counterpart

This Agreement may be executed by the parties in any number of counterparts, each of which when so executed and delivered will be deemed to be an original and all of which together will constitute one and the same document. Delivery of an executed counterpart by email with a scanned PDF attachment or other means of electronic execution and transmission will be effective to the same extent as if such party had delivered a manually executed counterpart.

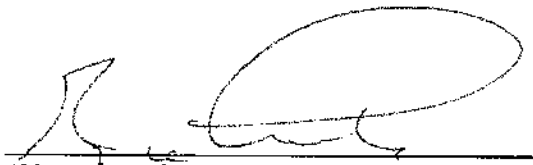
IN WITNESS WHEREOF the parties have executed this Agreement as of the Effective Date.

SIGNED on behalf of His Majesty the King in Right of the Province of British Columbia by a duly authorized representative of the Minister of Transportation and Infrastructure)



Minister of Transportation and Infrastructure)

SIGNED on behalf of PROJECT EXECUTION GROUP INC., by its duly authorized signatory)



(Signature of Authorized Signatory)

George Lochhead, President)

SCHEDULE "A"

DEFINITIONS

"**Acceptance**" means the Deliverable meets the Acceptance Criteria and that acceptance of such Deliverable has occurred, all as further defined in section 6.2 of the main body of this Agreement and Schedule "I".

"**Acceptance Criteria**" means the acceptance criteria as set out in Schedule "I".

"**Agreement**" means this Agreement as it may be amended by the parties in writing from time to time and includes the recitals, Schedules, Exhibits, Project Plans, and Change Orders.

"**Business Day**" means any day, other than a Saturday, Sunday or statutory holiday in British Columbia.

"**Business Interruption**" means any crisis, disaster, outage, emergency, or other event, whether anticipated or unanticipated, including a Force Majeure, that has the potential to have a material impact on Contractor's ability to perform any material part of the Services or provide any material part of the Cloud Services Solution for any material period of time.

"**BVNRFP**" has the meaning given to it in the recitals.

"**Change**" means a change to the scope of or additions to the Cloud Services Solution, Services, Deliverables, or the Specifications of any Cloud Services Solution, Services or Deliverables, or any other changes to the Contractor's obligations under this Agreement.

"**Change Order**" means a Change order setting out in detail the terms and conditions pursuant to which a Change will be made pursuant to Article 5.

"**Change Order Process**" means the process for initiating, responding to, negotiating and implementing Changes as set out in section 5.1.

"Cloud Services Solution" means the solutions and technical components that the Contractor provides, in a Software-as-a-Service (SaaS) model, to deliver the IPS as described in Schedule "B".

"**Cloud Services Solution Support**" means the Improvements and technical support services with respect to the Cloud Services Solution as described in Schedule "D".

"**Confidential Information**" means any technical, business, financial, personal, employee, operational, scientific, research, or other information or data in whatsoever form or media, whether in writing, electronic form or communicated orally or visually, and including any proprietary software or business processes or plans, cost or price information, strategies, technology architecture, reports, agenda, meeting minutes, products and services, and technology or operational know-how that a party is required to keep confidential pursuant to Article 11.

"**Configuration**" means an improvement or adjustment through graphical user interfaces within the Cloud Services Solution. Configuration extends or modifies solution behaviour to meet business requirements without custom coding and will be forward-compatible with future releases.

"**Configuration Testing**" means a type of testing performed by the Province following Configuration. A successful test of this type indicates that the Cloud Services Solution has been configured to deliver Specifications.

"**Contact Information**" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.

"**Contractor Contract Manager**" means the Contractor employee appointed by the Contractor as the Contractor Contract Manager in accordance with section 4.1.

"**Contractor Event of Default**" means each of the events set out in section 17.1 as well as any matter that is described in any provision of this Agreement as constituting a Contractor Event of Default.

"**Contractor Personnel**" means, as the context may require, the Contractor employees (including Key Personnel) and Subcontractors collectively, or any one of them.

"**Contractor Support Representatives**" has the meaning given to it in section 7.3 of Schedule "D".

"**CPPM**" means the Province's Core Policy and Procedure Manual, as it exists on the date hereof at www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/CPMtoc.htm, together with any updates or amendments thereto notice of which has been given by the Province to the Contractor, in writing, and with sufficient time for the Contractor to comply with the updates or amendments.

"**Customization**" means the addition of a feature, extension, or modification of the Cloud Services Solution that is specific to and forms part of the Implementation. Customization requires custom coding (e.g., compiling program code, developing triggers, creating automated scripts) and will be performed by the Contractor. Customization may require additional testing and work as part of the Implementation or Improvement to be forward compatible with future releases.

"**Database**" means a configured instance of the Cloud Services Solution that includes its own dataset, configurations, users, and business rules.

"**Deliverable**" means (i) a defined level of functionality or Milestone for the Cloud Services Solution or Project-Related Services within a Project Plan, and (ii) any deliverable that the Contractor will provide and deliver to the Province as part of the Services, including any document deliverables.

"**Deployment Confirmation Testing**" means a type of testing performed by the Contractor following an initial system load. A successful test of this type indicates that the system is ready for the Province to proceed with Configuration.

"**Directives**" has the meaning given to it in section 6.1(d).

"**Disabling Code**" means anything or device (including any software, code, file or programme) which may:

(a) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;

(b) prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering or erasing the programme or data in whole or part or otherwise); or

(c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

"**Disaster Recovery Facility**" means a facility where the Cloud Services Solution is hosted to provide the use of the Cloud Services Solution to Users in the event the Hosting Facility is unavailable and is geographically remote from the Hosting Facility. The Disaster Recovery Facility must be located at a Service Location.

"**Disclosing Party**" means the party that discloses Confidential Information to the Receiving Party pursuant to this Agreement.

"**Dispute**" has the meaning given to it in section 19.2.

"**Dispute Notice**" has the meaning given to it in section 19.2.

"**Dispute Resolution Process**" means the method of resolving a Dispute as set out in Schedule "Q".

"**Documentation**" has the meaning given to it in section 3.11.

"**Effective Date**" means December 30, 2022.

"**End-to-End Testing**" means a type of testing performed by the Province following Configuration. A successful test of this type indicates that the system is in accordance with the Scope as defined during the current Sprint.

"**Environment**" means a version instance of the Cloud Services Solution that contains one or more Databases.

"**Escrow Agent**" has the meaning given to it in section 3.12(a).

"**Escrow Agreement**" has the meaning given to it in section 3.12(a).

"**Escrow Materials**" has the meaning given to it in section 3.12(a).

"**Excusable Event**" has the meaning given to it in section 3(b) of Schedule "F".

"**Extension Term**" has the meaning given to it in section 2.2.

"**FAA**" means the *Financial Administration Act*, R.S.B.C. 1996, c. 138, as amended from time to time.

"**Fees**" means the fees payable to the Contractor by the Province, as set out in Schedule "M".

"**FIPPA**" means the *Freedom of Information and Protection of Privacy Act*, including any regulation made under it.

"**Force Majeure**" has the meaning given to it in section 21.1.

"**Governance Process**" has the meaning given to it in section 4.1.

"**Hosting Facility**" means the facility(ies) where the Cloud Services Solution is hosted to provide the use of the Cloud Services Solution to Users. The Hosting Facility must be located at a Service Location.

"**Implementation**" means the Services to be provided under Schedule "C".

"**Implementation Project Plan**" means the Project Plan for the Implementation, to be developed and agreed by the parties as set out in Schedule "C".

"**IM/IT Standards**" means the Province's Information Management/Information Technology Standards, as revised by the Province and advised to the Contractor in writing and upon reasonable notice to the Contractor from time to time.

"Improvement" means one or more update, enhancement, error correction, bug fix, upgrade, patch or change made by the Contractor, to remediate or improve the Cloud Services Solution.

"**Industry Best Practice**" means best practices commonly recognized in the IT industry in Canada (e.g., ISACA, COBIT) from time to time and applicable to the protection and security of sensitive information of a nature similar to Protected Information against unauthorized access, disclosure or use.

"**Initial Term**" has the meaning given to it in section 2.1.

"**Insolvency Event**" means any of the following:

(a) an order is made, a resolution is passed or a petition is filed, for the liquidation or winding up of the Contractor;

(b) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;

(c) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) or similar legislation in any jurisdiction is made by the Contractor;

(d) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada) or similar legislation in any jurisdiction;

(e) a receiver or receiver-manager is appointed for any of the Contractor's property; or

(f) the Contractor ceases, in the reasonable opinion of the Province, to carry on business as a going concern.

"**Intellectual Property Rights**" means all intellectual property rights wherever in the world arising, whether registered or unregistered, including copyright, know-how, confidential information, trade secrets, trademarks, service marks, trade dress, industrial designs and patents.

"**Integrated Project Services (IPS)**" means a solution that provides integrated project services functionality for the Province's capital projects and capital investment programs, including project management, operational forecasting, reporting, expenditure management, outcome measurement, and communication both within the Province and between the Province and municipalities, other agencies, and the public.

"**IPS Team**" means, collectively, the Province and the Contractor teams for the Implementation as described in Schedule "C".

"**Key Integration Points**" has the meaning given to it in section 3.6(a).

"**Key Integration Point Deadline**" has the meaning given to it in section 3.6(b).

"**Key Personnel**" means the Contractor Personnel listed in Schedule "L" under the heading "Key Personnel" and any other Contractor Personnel who replace any such Contractor Personnel in accordance with section 4.3.

"**Loss**" has the meaning given to it in section 15.1 and "**Losses**" shall be construed accordingly.

"**Mandatory Change**" has the meaning given to it in section 5.2.

"**Measurement Period**" means with respect to a Service Level, the period of time identified as the "Measurement Period" for such Service Level, as set out in Exhibit F-1 to Schedule "F".

"**Milestone**" means (i) any event, achievement or status described as such in a Project Plan; or (ii) the completion of all Deliverables that are part of a specific Milestone as described in a Project Plan and which require Acceptance; and, for the Implementation, includes the payment Milestones set forth in section 7.2 and the Key Integration Points.

"**Milestone Deadline**" means, for each Milestone, the deadline by which the Contractor must complete such Milestone pursuant to a Project Plan.

"**Ministry**" means the British Columbia Ministry of Transportation and Infrastructure.

"**Normal Operational Hours**" means 7:00am to 5:00pm Pacific Time, each Business Day.

"**New Materials**" has the meaning given to it in section 10.2(c).

"**Ordinary Course Change**" has the meaning given to it in section 5.5.

"**Other Service Provider**" has the meaning given to it in section 3.8.

"**Payment Default**" has the meaning given to it in section 17.5.

"**Performance Report**" has the meaning given to it in section 2(b) of Schedule "F".

"**Personal Information**" means recorded information about an identifiable individual, other than Contact Information, collected, or used by the Contractor as a result of this Agreement.

"**Privacy Course**", as such term is used in the Privacy Protection Schedule, means the Province's online privacy and information sharing training course or another course approved by the Province.

"**Privacy Protection Schedule**" means the schedule of the same name attached as Schedule "N" to this Agreement.

"**Professional Services**" has the meaning given to it in section 3.3.

"**Project Plan**" means the plan and time line for the delivery of Project-Related Services or Sprints, including the Deliverables, the Milestones that the Contractor will be required to meet, the Milestone Deadline for each Milestone, the Acceptance deadlines, and any Province Responsibilities, and includes (a) the Implementation Project Plan, and (b) any such plan and time line set out in a Change Order for Professional Services.

"**Protected Information**" means any and all of:

(a) Personal Information;

(b) Confidential Information of the Province; and

(c) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement (by way of system back-up), which in the case of records not falling within (a) or (b), are marked by the Province as "Protected Information" or the Province otherwise instructs the Contractor in writing and by reasonable advance notice that the record is "Protected Information" under this Agreement.

"**Project-Related Services**" means (a) the Implementation; and (b) any Professional Services provided by the Contractor and that have been documented in a Change Order.

"**Province Assets**" has the meaning given to it in section 10.2(a).

"**Province Contract Manager**" means the individual designated by the Province, pursuant to section 4.7, and who is responsible for managing this Agreement on behalf of the Province.

"**Province Data and Materials**" has the meaning given to it in section 10.2(b).

"**Province Event of Default**" has the meaning given to it in section 17.5.

"**Province Personnel**" means an employee, contractor, consultant, officer, director or agent of the Province that is employed within, or retained to perform services for the benefit of, the Province, excluding the Contractor and any Contractor Personnel.

"**Province Policies**" means policies of the Province in effect at any time and from time to time, that are applicable to this Agreement, including the Services and the Cloud Services Solution, and which are referred to in this Agreement, including the IM/IT Standards, the CPPM, and the Standards of Conduct.

"**Province Responsibilities**" means the functions, duties, tasks, and responsibilities of the Province that are specifically set out and identified as a responsibility of the Province in Schedule "P" or a Project Plan.

"**Province Support Representatives**" has the meaning given to it in section 7.2 of Schedule "D".

"**Province Systems**" means the hardware, communications infrastructure and software of the Province or a service provider retained by the Province for the supply and operation of such hardware, communications infrastructure and software and which is required, integrated with or otherwise used in the performance of the Services or use of the Cloud Services Solution.

"**Province Termination for Convenience**" has the meaning given to it in section 17.8.

"**Public Body** means "public body" as defined in FIPPA.

"**Receiving Party**" means the party that receives Confidential Information of the Disclosing Party pursuant to this Agreement.

"**Release**" means a point-in-time version of the Cloud Services Solution and all Province Data and Materials loaded to the production Database.

"**Release Condition**" has the meaning given to it in section 3.12(a).

"**Release Period**" has the meaning given to it in section 3.12(f).

"**Restoration**" has the meaning given to it in section 3.12(f).

"**SaaS Continuity Service**" has the meaning given to it in section 3.13.

"**Schedule**" means each Schedule attached to this Agreement.

"**Scope**" means the defined extent, work product, and objectives associated with a project activity or event.

"**Security Schedule**" means the schedule of the same name attached as Schedule "O" to this Agreement.

"**Security Threat and Risk Assessment (STRA)**", as such term is used in the Security Schedule, means the overall activity of assessing and reporting security risks for an information system to help make well informed risk-based decisions. Each risk assessed must consider the likelihood to which a threat may leverage a weakness, the potential impact, and an acknowledgement of what this could mean to the organization. The criticality of an information system and security classification of information stored and handled by the system should be reviewed and considered when conducting a STRA. For each risk that is identified, a planned treatment or acceptance must be documented.

"**Service Level Credits**" has the meaning given to it in section 3(a) of Schedule "F".

"**Service Level Failure**" means a failure of the Cloud Services Solution to meet any Service Level as set out in to Schedule "F".

"**Service Levels**" means the service measurement concepts and criteria, and corresponding performance level targets to be achieved by the Contractor in respect of the Cloud Services Solution, as set out in Exhibit F1 to Schedule "F".

"**Service Locations**" means the locations of the Contractor (including any Third-Party Hosting Provider and Subcontractors) from which the Services will be provided, including (a) the Hosting Facility, and (b) the Disaster Recovery Facility. Each Service Location will be set out in Schedule "H" or a Change Order.

"Service Provider" means a person retained under a contract to perform services for a Public Body.

"**Services**" has the meaning given to it in section 3.1.

"**Specifications**" means, in respect of the Cloud Services Solution, Deliverables or Services, the detailed description and documentation of applicable components, functionality, technical design, operational, performance or other specifications which may include those set out in Schedule "G" as confirmed or modified as Scope.

"**Sprint**" means a fixed-time interval defined within a Project Plan that has a specific Scope.

"**Standards of Conduct**" means the Province's Standards of Conduct, as it exists on the date hereof at https://www2.gov.bc.ca/gov/content/careers-myhr/about-the-bc-public-service/ethics-standards-of-conduct/standards-of-conduct, together with any updates or amendments thereto, advance written notice of which has been given by the Province to the Contractor.

"**Subcontractor**" means a person described in section 12.4(a) or (b).

"**Suspended Services**" has the meaning given to it in section 17.2(c).

"**Term**" means the Initial Term and all subsequent Extension Terms of this Agreement.

"**Terminated Services**" means if this Agreement has expired or been terminated, access to and use of the Cloud Services Solution and all Services being provided under this Agreement on the Termination Date.

"**Termination Assistance Period**" has the meaning given to it in section 18.1.

"**Termination Assistance Plan**" has the meaning given to it in section 18.3.

"**Termination Date**" means the effective date of the expiry or earlier termination of this Agreement and ends at 11:59 pm Pacific Time on such date.

"**Termination Expenses**" has the meaning given to it in section 17.8

"**Termination Assistance Services**" has the meaning given to it in section 18.2.

"**Third Party Hosting Provider**", as such term is used in the Privacy Protection Schedule, means a third party that provides a platform or hosting service through which the Contractor provides the Cloud Services Solution under this Agreement and Personal Information is not accessible on such platform or hosting service and, as such, for the purposes of the Privacy Protection Schedule (Schedule "N"), is not considered a Subcontractor.

"**Third Party Request for Disclosure**" means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the Unauthorized Disclosure of Personal Information to which FIPPA applies.

"**Unauthorized Disclosure of Personal Information**", means disclosure of, production of or the provision of access to Personal Information to which the Act applies, if that disclosure, production or access is not authorized by FIPPA.

"**Users**" means all users approved by the Province to access and use the Cloud Services Solution under this Agreement including, but not limited to, Province Personnel, and users from Province Crown Corporations and subsidiaries (including Transportation Investment Corporation (TI Corp), municipalities, other agencies, and other third parties whose access and use is authorized by the Province.

SCHEDULE "B"

CLOUD SERVICES SOLUTION

1. Cloud Services Solution

Cloud Services Solution is defined in Schedule "A". Components of the Cloud Services Solution include:

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SCHEDULE "C"

IMPLEMENTATION

This project implementation strategy has been developed in alignment with the published digital principles of the Province. Using human-centered design practices, the IPS Team will involve the people who will directly be using the Cloud Services Solution to collaborate, co-design and co-create transparently. s.21

s.21

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EXHIBIT C1 – IMPLEMENTATION PROJECT PLAN

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SCHEDULE "D"

CLOUD SERVICES SOLUTION SUPPORT

1. Cloud Services Solution

The Contractor shall provide the Cloud Services Solution as described in Schedule "B". The Contractor will also implement the necessary management services required to meet Service Levels described in Schedule "F1" including, but not limited to, load distribution, security, monitoring, backup, archiving, recovery. The Province will provide hardware, software and connectivity to access and use the Cloud Services Solution, including any required Province-specific URL addresses and associated certificates.

2. Hosting Facility

The Cloud Services Solution shall be provided from the Hosting Facility procured by the Contractor for the duration of the Agreement that meets security and privacy provisions set out in Schedule "O". Adhering to Schedule "O" provisions will also entail by extension that the Hosting Facility will be equipped with requirements including, but not limited to, physical access security, climate control, fire suppression, and managed power supply with UPS and generator back-up typically provided by tier one cloud service providers.

The Service Location of the Hosting Facility is set out in Schedule "H".

3. Cloud Service Environments

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4. Cloud Services Solution Support

The Cloud Services Solution shall be maintained by the Contractor through Improvements and technical support services that align with Cloud Services Solution functionality set forth in Schedule "G" Specifications and Service Levels as described in Schedule "F1".

5. Improvements

The Contractor shall manage the implementation of Improvements to the Environments in accordance with the following.

5.1 Improvements that may require interruption of access to or use of the Cloud Services Solution shall not be performed during Normal Operational Hours.

5.2 Improvements can take place independently of maintenance windows of Province Systems unless there are dependencies on updates to Province Systems. In the latter cases, the Contractor will also coordinate support of the Cloud Services Solution with the Province regarding Improvements during their maintenance windows.

5.3 The Contractor may interrupt access to or use of the Cloud Services Solution to perform emergency support in coordination with the Province.

5.4 Any Improvement that occurs during Normal Operational Hours, and which were not requested or caused by the Province, shall be considered Unscheduled Downtime for the purpose of the availability Service Levels. The Contractor shall at all times use commercially reasonable efforts to keep any Cloud Services Solution interruptions to a minimum.

5.5 The Contractor may implement Improvements in accordance with the following:

(a) The Contractor will provide the Province all published reports (i.e., Release notes) detailing all Improvements, and any upcoming plans and proposed scheduling for outages.

(b) The Contractor will keep the Province informed of available Improvements including by providing the Province 180 days' advance notice of any version no longer being supported.

(c) Upon the Province's request, the Contractor will provide a copy of then-current published roadmap(s) for planned Improvements.

(d) The Province will have the right to set, in its discretion, the schedule for the implementation into production of any Improvement, other than for any emergency security updates, further described in section 5.5(f).

(e) Without limiting section 5.5(d), the Province will have the right to decline or defer the implementation of any Improvement to the production environment, including where the upgrade or update requires the Province to make any changes to its hardware or third party software.

(f) The Contractor shall be entitled to perform, as needed, emergency security updates to protect the Environments from newly identified and widespread threats to the Internet or Internet-based services posed by worms, viruses and trojans, or to address other vulnerabilities, with little or no notice to the

Province. Such emergency security updates shall not require the acceptance testing process as set forth in sections 5.5(g) and 5.5(h).

(g) The Contractor will support Province testing of Improvements within a structured testing regime which may include functional testing, integration testing, security testing, performance testing, regression testing and user acceptance testing of Cloud Services Solution version compatibility.

(h) The Contractor will ensure all Improvements contain the functionality described in the Specifications including all applicable existing interfaces, and not cause a degradation of the performance of any Cloud Services Solution.

6. The Contractor shall use all commercially reasonable efforts to avoid Unscheduled Downtime for Improvements.

7. Technical Support Services

The Contractor shall provide the Province with technical support services as set out in this section 7 and section 8.

7.1 The Contractor shall maintain technical support on the two most current major releases of the Cloud Services Solution.

7.2 The Province shall designate its support representatives ("**Province Support Representatives**") who shall be authorised to contact the Contractor for technical support services. The Contractor shall provide technical support services only to that specified set of Province Support Representatives, as may be updated by the Province from time to time.

7.3 The Contractor shall provide the Contractor support representatives ("**Contractor Support Representatives**") who are assigned to the Province account. The Contractor Support Representatives shall handle support calls from the Province Support Representatives and shall maintain continuity of knowledge of the Province account history. The Contractor shall use commercially reasonable efforts to provide continuity of the Contractor Support Representatives.

7.4 The Contractor technical support shall accept e-mail and web form- based incident submittal from the Province Support Representatives 24 hours a day, seven days a week. The Contractor will provide emergency phone numbers to the Province Support Representatives and accept calls during Normal Operational Hours. The Contractor shall use commercially reasonable efforts to process support requests, issue trouble ticket tracking numbers if necessary, determine the source of the problem and respond to the Province. The Contractor shall respond to all support requests from the Province Support Representatives within the time periods specified below, according to priority.

7.5 The Province Support Representatives and Contractor technical support shall jointly determine the priority of any incident, using one of following priorities:

Priority	Description	Response Time	Target Resolution Time
Priority 1	The entire access to or use of the Cloud Services Solution is "down" and inaccessible. Priority 1 incidents shall be reported by telephone only.	Within two Normal Operational Hours.	Four Normal Operational Hours. Continuous effort after initial response and with the Province's co-operation.
Priority 2	Access to or use of the Cloud Services Solution is severely degraded, or major components are not operational, and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only.	Within four Normal Operational Hours.	Within one Business Day after initial response.
Priority 3	Certain non-essential features of the Cloud Services Solution are inaccessible or impaired while most major components remain accessible and functional.	Within 12 Normal Operational Hours.	Within seven Business Days after initial response.
Priority 4	Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal access to or operation of the Cloud Services Solution.	Within 24 Normal Operational Hours.	Next release of Cloud Services Solution.

7.6 If a Priority 1 or Priority 2 incident has not been resolved within the Target Resolution Time, or if the Province is not satisfied with the progress that has been made on resolving the incident within the Target Resolution Time, the incident shall be escalated to the Contractor team leader and then to the Contractor technical support manager. If there remain outstanding issues or concerns by the Province with respect to the Contractor's response to the incident, the matter will be addressed through Level 1 through Level 3 of the Dispute Resolution Process defined in Schedule "Q".

7.7 The Contractor shall directly notify the Province Support Representatives of Improvements that may affect the availability of the Cloud Services Solution.

8. Technical Support Services Escalation Process

The escalation process for technical support services is as follows:

ESCALATION LEVEL	LEVEL DESCRIPTION	RESPONSIBLE
0	SME Support	Province
1	Province Internal Support	Province IT
2	Level 2 Application Support	Province's Application Support Team
3	Level 3 Application Support	Contractor
4	Subcontractor Support	***Sub***contractor - s.21

8.1 The Contractor will coordinate Level 4 (Solution Subcontractor) Support. Cloud Services Solution maintenance is the installation of Subcontractor software, licenses, and related utilities as well as the application of subsequent Improvements. As this is a SaaS delivery, the Cloud Services Solution Subcontractors maintain their environment. Technical support is the service provided by the Cloud Services Solution Subcontractors to resolve problems related to the use of their solution and licenses.

8.2 The Contractor will provide Level 3 (Contractor) Support. In the event that a problem cannot be resolved by Level 2 within the Province, it will be escalated for resolution to the Contractor's Level 3 support group. This group will initially either resolve the problem and implement the fix or provide a temporary work around with advice on when the final fix will be implemented. Issues escalated to this level will be managed and tracked by the Province's Application Support Group in Level 2. Where the problem is of a technical solution nature, the Contractor's Level 3 group will continue to manage the resolution with the Cloud Services Solution Subcontractors (Level 4).

8.3 The Province shall provide Level 0 and Level 1 front-line support to Users who are not the Province Support Representatives. However, the Province Support Representatives may contact Contractor technical support in order to report problems from Users that the Province Support Representatives cannot resolve themselves after they have performed a reasonable level of diagnosis including advice and counsel to Users on use of the Cloud Services Solution and through use of a knowledgebase and other information made available by the Contractor of known support issues for the Cloud Services Solution.

8.4 The Province shall also provide support for data integration tools and processes developed or maintained by the Province in order to connect the Cloud Services Solution to the Province Systems.

8.5 Before the Contractor or the Province makes changes to integration interfaces between the Cloud Services Solution and the Province Systems or systems of other service providers, the Contractor or the Province shall provide notice to the other

in order to ensure the continued operation of any integration interfaces affected by such changes. The Contractor shall provide the Province Support Representatives, or the Province shall provide the Contractor Support Representatives, with at least 60 days' advance notice of such changes. Such notice shall include at least the new interface specifications and a technical contact to answer questions on these changes. The Contractor or the Province (as applicable) shall also provide up to 15 days of integration testing availability to ensure smooth transition from the previous interfaces to the new interfaces.

8.6 The Contractor does not warrant uninterrupted or error-free operation of the Cloud Service Solution or that the Contractor will correct all defects or prevent third party disruptions or unauthorized third party access. The warranties set out in the Agreement are the exclusive warranties from the Contractor and replace all other warranties, including the implied warranties or conditions of satisfactory quality, merchantability, non-infringement, and fitness for a particular purpose. Contractor warranties will not apply if there has been misuse, modification, damage not caused by the Contractor, or failure to comply with written instructions provided by the Contractor.

9. Province Data and Materials

The Contractor shall support the Province in managing the Province Data and Materials as it relates to Improvements, database administration, management and support to achieve the Service Levels described in Exhibit F1.

SCHEDULE "E"

[INTENTIONALLY DELETED]

[Intentionally deleted.]

SCHEDULE "F"

SERVICE LEVELS

1. Service Levels

This Schedule identifies:

(a) in the attached Exhibit F1 the Service Levels that the Contractor is required to achieve; and

(b) the additional procedures, methodologies, terms and conditions that apply to the Service Levels.

2. Service Level Monitoring and Measurement

(a) Monitoring of the Service Levels

The Contractor will establish and maintain in place, at all times, appropriate policies and procedures to monitor and evaluate the achievement of the Service Levels during the applicable Measurement Periods.

(b) Measurement and Reporting of Service Levels

(i) The Contractor will measure all data, as specified in Exhibit F1, to determine the Contractor's performance of the Service Levels. Without limiting the foregoing, the Contractor will keep complete and accurate logs of all such data for no less than 18 months after the year in which they were collected, and will provide the Province with access to such logs forthwith upon the Province's request.

(ii) Further to the reporting requirements set out in Schedule K, and the calculation frequency established in Exhibit F1, the Contractor will deliver to the Province a report, in a form and format approved by the Province, containing (a "**Performance Report**"):

(A) for each Service Level , all data relating to the measurement of the Service Level during the applicable period;

(B) for each Service Level, details of the Contractor's performance as measured against the Service Levels during the applicable period;

(C) details of any Excusable Event that the Contractor believes has impacted the Service Levels during the applicable period; and

(D) any other related information reasonably requested by the Province from time to time.

3. Failure to Meet Service Levels

(a) Service Level Failures

(i) Subject to section 3(a)(ii) and 3(b), if the Contractor fails to deliver any Service Level at a level which meets or exceeds the applicable Service Level, then the Contractor will refund or credit, as applicable, to the Province the corresponding service level credit set out in the attached Exhibit F1 ("**Service Level Credits**") in order to compensate the Province in part for the reduced value of the Cloud Services Solution or other Services actually provided by the Contractor (and not as a penalty or exclusive liquidated damages) including as contemplated under section 6 of the *Transportation Act*.

(ii) In any single month, the Province may not earn Service Level Credits that are more than fifty present (50%) of one month's worth of the annual subscription Fees for the Cloud Services Solution.

(iii) Service Level Credits will be aggregated for all missed Service Levels in the applicable billing cycle when Service Level Credits are due.

(iv) Subject to section 3(b), the Contractor will provide the required Service Levels Credits to the Province as set out in section 7.5 of the main body of this Agreement based on the Contractor's monitoring of its performance of the Service Levels, and without the need for the Province to request a Service Level Credit.

(v) The Contractor recognizes that its failure to meet a Service Level will have a material adverse impact on the operations of the Province and that damages resulting from the Contractor's failure to meet a Service Level may not be capable of precise determination. If the Province recovers monetary Losses from the Contractor as a result of an event also giving rise to Service Level Credits, the value of any such Service Level Credits will count against the limitation of liability in section 15.5 of the main body of the Agreement.

(b) Excusable Events

The Contractor will not be responsible for any Service Level Failure to the extent that such Service Level Failure is solely and directly attributable to the Province or its other service providers acting on behalf of the Province (excluding the Contractor and any of the Contractor's Subcontractors) (an "**Excusable Event**"). If the Contractor believes that an Excusable Event has occurred, the Contractor will advise the Province of this belief and of its reasons for this belief in the month immediately following the month in which the Service Level Failure occurred and the Contractor Contract Manager and the Province Contract Manager will discuss whether or not an Excusable Event did in fact occur and, if the parties agree that an Excusable Event did occur, what adjustments will be made, if any, to the calculation of the Contractor's performance of the affected Service Levels.

4. Changes to Service Levels

The parties may agree to modify, add, delete or otherwise make Changes to the Service Levels in accordance with the Change Order Process.

EXHIBIT F1 – SERVICE LEVEL TABLES

Service Level Table 01

Reference Number:	01
Service Level Name:	Availability
Service Level Requirement:	Application Availability
Definition:	Preserve application availability of 98.3% uptime
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Targeted Monthly Cloud Services Solution Application Uptime = .983 x ((total minutes for the month) – (Scheduled Downtime)) Actual Monthly Cloud Services Solution Application Uptime = ((total minutes for the month) – (Scheduled Downtime + Unscheduled Downtime)) Where: • Scheduled Downtime = Cloud Services Solution is offline for scheduled maintenance for Improvements as per Schedule "D" • Unscheduled Downtime = unresolved Priority 1 or Priority 2 incident is being experienced
Frequency of Calculation:	Monthly
Service Level Credit	If a Service Level Credit is determined to be applicable (subject to Section 3 of Schedule F), a Service Level Credit will be calculated based on: ((1.00 - (Actual Monthly Cloud Services Solution Application Uptime / Targeted Monthly Cloud Services Solution Application Uptime)) x (Annual subscription fees / 12 months)))

Service Level Table 02

Reference Number:	02
Service Level Name:	Availability
Service Level Requirement:	Core Business Time Application Availability

Definition:	Preserve application availability of 99.5% uptime during Normal Operational Hours
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Targeted Monthly Cloud Services Solution Application Uptime (Normal Operational Hours) = .995 x (total minutes during Normal Operational Hours – Scheduled Downtime during Normal Operational Hours) for the month Actual Monthly Cloud Services Solution Application Uptime (Normal Operational Hours) = ((total minutes during Normal Operational Hours) – (Scheduled Downtime during Normal Operational Hours + Unscheduled Downtime during Normal Operational Hours) for the month) Where: • Scheduled Downtime = Cloud Services Solution is offline for scheduled maintenance for Improvements as per Schedule "D" • Unscheduled Downtime = unresolved Priority 1 or Priority 2 incident is being experienced
Frequency of Calculation:	Monthly
Service Level Credit	If a Service Level Credit is determined to be applicable (subject to Section 3 of Schedule F), a Service Level Credit will be calculated based on: ((1.00 - (Actual Monthly Cloud Services Solution Application Uptime (Normal Operational Hours) / Targeted Monthly Cloud Services Solution Application Uptime) (Normal Operational Hours)) x (Annual subscription fees / 12 months)))

Service Level Table 03

Reference Number:	03
Service Level Name:	Availability
Service Level Requirement:	Release Management Adherence

Definition:	Adhere to Province Release Management processes and schedules (i.e. provide adequate lead times and standby support during Province approved change windows (e.g. Off-hours, seasonal low business periods).
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Lead Time Expectation – variance Lead Time Expectation = Province Release Management processes and schedules as advised by the Province
Frequency of Calculation:	Monthly tracking of release lead times and standby support
Service Level Credit	Not Applicable

Service Level Table 04

Reference Number:	04
Service Level Name:	Availability
Service Level Requirement:	RTO and RPO
Definition:	In the event of Business Interruption, the system shall have a. Recovery Time Objective (RTO) of 2 hours b. Recovery Point Objective (RPO) of up to 24 hours "RTO" means the period of time within which systems, applications and/or business functions must be recovered. "RPO" means the point in time to which data must be recovered after an outage.
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Measurement of time duration from declaration of Business Interruption
Frequency of Calculation:	Monthly, when event happens
Service Level Credit	Not Applicable

Service Level Table 05

Reference Number:	05
Service Level Name:	Security
Service Level Requirement:	Cloud Security Standards (Schedule "O")
Definition:	Adhere to cloud security framework and Province maintains the right to audit components.
Measurement Period:	Post first go-live (Go Live I – Schedule "C) during the Term
Formula:	Audit (Agreement, section 8.3)
Frequency of Calculation:	Yearly, if audit is conducted by the Province in a year
Service Level Credit	Not Applicable

Service Level Table 06

Reference Number:	06
Service Level Name:	Incident Ticket Issue Resolution
Service Level Requirement:	Contractor Response Time (Priority 1)
Definition:	Amount of time between when Province IPS support escalates a Priority 1 incident to the Contractor and the Contractor resolves it. **Priority 1 incidents as specified in Schedule "D":** The entire access to or use of the Cloud Services Solution are "down" and inaccessible. Priority 1 incidents shall be reported by telephone only. **Response Time:** Within Priority 1 response time as specified in Schedule "D" **Target Resolution Time:** Four Normal Operational Hours. Continuous effort after initial response and with the Province co-operation.
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term

Formula:	Time between escalation to the Contractor and Contractor resolution
Frequency of Calculation:	Log File audit (monthly)
Service Level Credit	Not Applicable

Service Level Table 07

Reference Number:	07
Service Level Name:	Incident Ticket Issue Resolution
Service Level Requirement:	Contractor Response Time (Priority 2)
Definition:	Amount of time between when Province IPS support escalates a Priority 2 incident to the Contractor and the Contractor resolves it **Priority 2 incidents as specified in Schedule "D":** Access to or use of the Cloud Services Solution are severely degraded, or major components are not operational and work cannot reasonably continue. Priority 2 incidents shall be reported by telephone only. **Response Time:** Within Priority 2 response time as specified in Schedule "D" **Target Resolution Time:** Within one Business Day after initial response.
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Time between escalation to the Contractor and Contractor resolution
Frequency of Calculation:	Log File audit (monthly)
Service Level Credit	Not Applicable

Service Level Table 08

Reference Number:	08
Service Level Name:	Incident Ticket Issue Resolution
Service Level Requirement:	Contractor Response Time (Priority 3)
Definition:	Amount of time between when Province IPS support escalates a Priority 3 incident to the Contractor and the Contractor resolves it. **Priority 3 incidents as specified in Schedule "D":** Certain non-essential features of the Cloud Services Solution are inaccessible or impaired while most major components remain accessible and functional. **Response Time:** Within Priority 3 response time as specified in Schedule "D" **Target Resolution Time:** Within seven Business Days after initial response.
Measurement Period:	Post first go-live (Go Live I – Schedule "C") during the Term
Formula:	Time between escalation to the Contractor and Contractor resolution
Frequency of Calculation:	Log File audit (monthly)
Service Level Credit	Not Applicable

Service Level Table 09

Reference Number:	09
Service Level Name:	Incident Ticket Incident Resolution
Service Level Requirement:	Contractor Response Time (Priority 4)

Definition:	Amount of time between when Province IPS support escalates a Priority 4 incident to the Contractor and the Contractor resolves it. **Priority 4 incidents as specified in Schedule "D":** Errors that are non-disabling or cosmetic and clearly have little or no impact on the normal access to or operation of the Cloud Services Solution. **Response Time:** Within Priority 4 response time as specified in Schedule "D" **Target Resolution Time:** Next release of Cloud Services Solution.
Measurement Period:	Post implementation during Term of Agreement
Formula:	Time between escalation to the Contractor and Contractor resolution
Frequency of Calculation:	Log File audit (monthly)
Service Level Credit	Not Applicable

SCHEDULE "G"

SPECIFICATIONS

The Cloud Services Solution will be delivered by the Contractor as part of Implementation according to the attached Specifications including the responses contained therein.

The implementation of the Specifications is subject to change. For greater clarification, actual Scope will be designed and delivered as part of the Implementation.

IPS Area Specific Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to select business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R04	Input, display, update, hide, delete measurable accomplishments for a project based on either a template or a set from a previous project instance, allowing for additional change to accomplishments, as per F12.HLBR01.R01	Shall Have	Core	2A	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R04, F07.HLBR01.R04	Input, display, update, and hide budget allocation <manually by user>	Won't Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R13, F07.HLBR01.R13	Allocate fiscal allocations by fiscal allocation item	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R16, F07.HLBR01.R16	Restrict fiscal allocation breakdowns based on predefined criteria (e.g. to ensure they reconcile to the budget allocation in CAS CFS Working Budget)	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R01, F07.HLBR03.R01	Carry forward a new version of project-level fiscal year forecasts each month <authorized users only>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R12, F07.HLBR03.R12	Input new forecast version for a selected project for a future, user-selected month in the current, or a new, fiscal year <authorized user> Input new forecast version for a selected operating budget for a future, user-selected month in the current, or a new, fiscal year <authorized user>	Won't Have	Core	1	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R10	Autopopulate system generated contract document with system values (e.g. Completion Certificate) when contract status is changed to Closed (as depicted under CON05 Monitor Expiring Contract workflow)	Should Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R18	Retrieve contract information from CAS CFS (e.g. Contract #, contract name, description, original amount, start date, completion date, method of award, etc)	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R19	Indicate differences between contract information from CAS CFS and contract information currently within the solution and allow overwrite (e.g. Contract #, contract name, description, original amount, start date, completion date, method of award, etc)	Shall Have	Core	2A	
F17	Solution Configurability	F17.HLBR12	Configure default values	F17.HLBR12.R01	Configure values for system parameters (e.g., preservation project budget deficit or surplus flags, acceptable variance amounts, data import timing values, defined ranges, import capability) for business rules <authorized user>	Could Have	Core	1	

IPS Area Specific Detailed Business Requirements

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F17	Solution Configurability	F17.HLBR14	Configure system roles	F17.HLBR14.R01	Configure system roles <authorized user>	Shall Have	Core	1	s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R06, F07.HLBR01.R06	Update budget allocations (for projects that do not require a PFA) using the updated working budget from CAS CFS	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R01, F07.HLBR01.R01	Allocate budget over a specified time period including months and fiscal years.	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R03, F07.HLBR01.R03	Retrieve the current working budget from CAS CFS (nightly) and load as the new/revised current fiscal allocation	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R12, F07.HLBR01.R12	Input, display, update, hide comments (e.g. history of changes to working budget) pertaining to a budget <Authorized Users>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R14, F07.HLBR01.R14	Input, display, update, hide and delete budget scenarios to view different scenario results	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R07, F07.HLBR01.R07	Indicate differences between current working budget and approved project budget in the related investment plan or sub-investment plan	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R15, F07.HLBR01.R15	Indicate differences between project / program budget versions in the related investment plan scenario or sub-investment plan scenario	Shall Have	Core	1	
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R08, F07.HLBR01.R08	Activate the budget reallocation workflow based on specified workflow criteria	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R09, F07.HLBR01.R09	Input, display, update, hide, and delete multiple budget update restrictions (within defined period of time) in advance (e.g., define all restrictions for the fiscal year at once)	Won't Have	Core	1	

IPS Area Specific Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to select business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R10, F07.HLBR01.R10	Restrict budget updates within defined periods of time (e.g. align with EMR calendar) for select users	Won't Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R11, F07.HLBR01.R10	Group forecast items to create a draft budget version	Won't Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R18, F07.HLBR01.R18	Revert forecast via Undo function to a limit of the start of an individual user session or up to that user's last save, whichever is later	Should Have	Core	1	
F07	Operating Budget Financials Management	F07.HLBR01	Manage Operating Budget	F07.HLBR01.R19	Input, display, update, hide forecast operating budget expenditures and recoveries for the current fiscal year against standard object of expenditure (STOB) hierarchy rollup groups and/or individual STOBs	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R01, F07.HLBR02.R01	Input, display, update, and hide forecast items (e.g. expenditures and recoveries for the current fiscal year) against a flexible work breakdown structure	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R02, F07.HLBR02.R02	Input, display, update, and hide recovery specific forecast item(s)	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R03, F07.HLBR02.R03	Indicate recovery cost type within recovery specific forecast lines (i.e., hard cost vs. soft cost)	Could Have	Core	1	

IPS Area Specific Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to select business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R04, F07.HLBR02.R04	Input, display, update, hide and delete obligation status of a forecast item	Shall Have	Core	1	s.21
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R11, F07.HLBR02.R11	Display point in time reports (e.g.:EMR monthly and fiscal year end reports)	Shall Have	Core	1	
F06, F07	Capital Project Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R05 F07.HLBR02.R05	Input the same STOB on multiple forecast items for the same project Input the same STOB on multiple forecast items for the same operating budget	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R06, F07.HLBR02.R06	Categorize recovery forecasts by funding source and program (e.g., federal, municipal, ICBC)	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R07 F07.HLBR02.R07	Display a project's forecast reporting numbers for the current forecast month (e.g.: work to date, surplus/deficit) Display an operating budget's forecast reporting numbers for the current forecast month (e.g.: work to date, surplus/deficit)	Shall Have	Core	1	

IPS Area Specific Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to select business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R08, F07.HLBR02.R08	Notify users if total anticipated recovery amount (actual-to-date plus planned) exceeds total anticipated expenditure amount (actual-to-date plus planned)	Should Have	Core	1	s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R09 F07.HLBR02.R09	Allocate annual forecast amount into fiscal periods based on general allocation templates. (e.g. front loaded, back loaded, flat line, seasonal peaks, etc.)	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R15, F07.HLBR02.R15	Update general calendarization allocation templates and amounts	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R16, F07.HLBR02.R16	Input, display, update, hide and delete status of unobligated forecast items	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R10, F07.HLBR02.R10	Input, display, update, hide and delete forecast scenarios to view different scenario results	Won't Have	Core	1	

IPS Area Specific Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to select business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R13, F07.HLBR02.R13	Indicate differences between actual and forecast (variance) and allow for reallocation of unused amount over remaining months in the next forecast version - have the ability to redistribute portions in an automated fashion mid year	Won't Have	Core	1	s.21
F07	Operating Budget Financials Management	F07.HLBR02	Forecast operating budget expenditures and recoveries	F07.HLBR02.R14	Allocate operating budgets against STOB without providing a full work breakdown structure	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R02, F07.HLBR03.R02	Carry forward forecast item versions in a non-sequential manner (e.g. allow a gap between forecast versions by months) by authorized users	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R03, F07.HLBR03.R03	Display previous forecast versions <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R04, F07.HLBR03.R04	Indicate differences between two or more forecast versions <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R05, F07.HLBR03.R05	Select multiple projects to input forecast versions for the same user-selected fiscal month (with the same cut-off date and time) <authorized user> Select multiple operating budgets to input forecast versions for the same user-selected fiscal month (with the same cut-off date and time) <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R06, F07.HLBR03.R06	Restrict updates to all previous project forecast versions <authorized user> Restrict updates to all previous operating budget forecast versions <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R08, F07.HLBR03.R08	Restrict current project forecast version to only one at a time <authorized user> Restrict current operating budget forecast version to only one at a time <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R09, F07.HLBR03.R09	Restrict creation of multiple forecast versions for the same fiscal month (for a single project) <authorized user> Restrict creation of multiple forecast versions for the same fiscal month (for a single operating budget) <authorized user>	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R11, F07.HLBR03.R11	Export selected forecast version in parsable formats, at a minimum: - Excel - CSV and delimited text - XML <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R13, F07.HLBR03.R13	Input lockdown cut-off dates/times for the current forecast	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R14, F06.HLBR03.R14	Restrict updates to the current project forecast after its defined cut-off date and time has passed <authorized user> Restrict user updates to the current operating budget forecast after its defined cut-off date and time has passed <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R16, F07.HLBR03.R16	Revert to previous forecast <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R17, F07.HLBR03.R17	Select multiple projects to revert forecast to the same user-selected month <authorized user> Select multiple operating budgets to revert forecast to the same user-selected month <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR03 F07.HLBR03	Version Project Forecast Version Operating Budget Forecast	F06.HLBR03.R23, F07.HLBR03.R23	Display and hide global-date based reminders in a central calendar <all users>	Could Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R01, F07.HLBR04.R01	Retrieve actual transaction data from CAS CFS and view concurrently with project forecasts Retrieve actual transaction data from CAS CFS and view concurrently with operating budget forecasts	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R02, F07.HLBR04.R02	Display actual transaction data from CAS CFS (AP and GL modules) aligned with project forecast lines within a view, based on the Work Breakdown Structure Display actual transaction data from CAS CFS (AP and GL modules) aligned with operating budget forecast lines, based on the Work Breakdown structure if applicable	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R03, F07.HLBR04.R03	Display actual transaction data that does not align with an active project number. The actual transaction data should not be included in financial reporting. Display actual transaction data that does not align with an active operating budget number but should not impact financial reporting. For the purpose of exception reporting	Shall Have	Core	1	s.21
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R19, F07.HLBR04.R19	Notify users if actual transaction data is identified against non-active project numbers Notify users when actual transaction data are identified against non-active operating budget numbers	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R20, F07.HLBR04.R20	Notify (via exception report) if a project is still active in CAS CFS when a project is being deactivated in the solution Create exception report if a project is still active in CAS CFS when an operating budget is being deactivated	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R04, F07.HLBR04.R04	Display cumulative actual transaction data (e.g.: for project, sub-program, program, investment plan) for prior fiscal years in-line with forecast data within a view	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R06, F07.HLBR04.R06	Display additional detail on forecast / actuals information within a view	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R07, F07.HLBR04.R07	Restrict retrieval of actual transaction data based on business rules	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R09, F07.HLBR04.R09	Indicate actual transaction data that does not align with project forecast lines	Shall Have	Core	1	
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R10, F07.HLBR04.R10	Notify select users of actual transaction data that aligns with an active project number, but does not align exactly with project forecast lines Notify select users of actual transaction data that aligns with an active operating budget number, but does not align exactly with operating budget forecast lines	Shall Have	Core	1	

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F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R11, F07.HLBR04.R11	Notify select users of actual transaction data that is misaligned with system and project configurations within the solutions (e.g. project Chart of Accounts segment that aligns with a project configuration, but Work Breakdown Structure classification does not match a forecast classification, or invalid Chart of Accounts segment combination). Notify select users of actual transaction data that is misaligned with system and project configurations within the solutions (e.g. project Chart of Accounts segment that aligns with an operating budget configuration, but Work Breakdown Structure classification does not match a forecast classification, or invalid Chart of Accounts segment combination).	Shall Have	Core	1	s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R13, F07.HLBR04.R13	Transfer actual transactions between forecast lines. Can only transfer within a project.	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R22, F07.HLBR04.R22	Validate transaction transfer (to restrict errors) and indicate warnin	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R23, F07.HLBR04.R23	Undo actual transactions transfer between forecast lines	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R24, F06.HLBR04.R24	Split actual transactions between existing forecast lines within a project <authorized user> Split actual transactions between existing forecast lines within an operating budget <authorized users>	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R25, F07.HLBR04.R25	Restrict splitting of actual transactions between existing forecast lines based on business rules <authorized user>	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R28, F06.HLBR04.R28	Undo split of actual transactions between existing forecast lines within a project <authorized user> Undo spliting of actual transactions between existing forecast lines within an operating budget <authorized user>	Should Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R30, F07.HLBR04.R30	Display original financial coding for any transaction lines within a view	Shall Have	Core	1	

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									s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR05	Manage Actual Transactions	F06.HLBR04.R31, F07.HLBR04.R31	Identify and display exceptions to financial validation rules (e.g: chart of account segment combinations, such as Responsibility Centre, Service Line and Project Number segments, are not found to be valid for a specific project/operating budget and fiscal year).	Shall Have	Core	1	
F06, F07, F17	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Manage Actual Transactions	F06.HLBR04.R32, F07.HLBR04.R32	Configure financial data validation rules that reflect valid Chart of Accounts segment combinations (i.e. responsibility centre and service line combinations). This is to be used for identifying invalid coded actual transactions <Authorized user>.	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR07	Manage Actual Transactions	F06.HLBR04.R33, F07.HLBR04.R33	Display exception data detailing financial data validation exceptions <authorized user> Translated from CS BPM FIN11-4 , the initial exception list is: - **CAS Exception**: A coding mismatch due to incorrect coding in CAS has been detected and requires correction within CAS; - **CPS 'In' Exception**: Transactions are transferred from CAS to IPS but throw exeptions and required corrections within CPS; and - **CPS 'Not-In' Exception**: Actuals transaction is downloaded from CAS to IPS, but some transactions are downloaded due to data issues. The following morning, these transactions are not in IPS and corrective action must be taken to ensure the data is transferred the following night. The IPS users are responsible for reviewing the CAS Download Exceptions Report and ensuring the appropriate corrective action is taken.	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR08	Manage Actual Transactions	F06.HLBR04.R34, F07.HLBR04.R34	Impede actual transaction splitting that would violate configured financial validation rules	Shall Have	Core	1	
F06, F07, F17	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR09	Manage Actual Transactions	F06.HLBR04.R35, F07.HLBR04.R35	Configure notification of exceptions to financial validation rules (e.g. actual transaction data with invalid Chart of Accounts segment combinations) to select users (e.g. Finance). <Authorized User>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR10	Manage Actual Transactions	F06.HLBR04.R36, F07.HLBR04.R36	Indicate actual transaction data that violates financial validation rules on reports. Reports must exclude excepted transaction lines or clearly display them separately with subtotals.	Shall Have	Core	1	
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R17, F07.HLBR04.R17	Notify select user(s) of changes to CAS budget	Should Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR05	Adjust Actual Transaction Data	F06.HLBR05.R01, F07.HLBR05.R01	Input adjusting transactions <authorized user>	Shall Have	Core	1	s.21
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR05	Adjust Actual Transaction Data	F06.HLBR05.R04, F07.HLBR05.R04	Input reversing transaction <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R02, F07.HLBR06.R02	Restrict updates to active forecasts based on defined cut-off dates/times	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R03, F07.HLBR06.R03	Display variances between the active forecast data and previous month's forecast version	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R04, F07.HLBR06.R04	Input report-specific comments against the active forecast for a given project	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R05, F07.HLBR06.R05	Display comments on reporting month's forecast variances from reporting month's actual expenditures on reports	Shall Have	Core	1	
F08, F17	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R02	Input, display, update, hide and delete an artefact template <authorized users> (e.g. project scope, completion contracts)	Shall Have	Core	1	
F08, F17	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R04	Configure tags <Authorized User>	Shall Have	Core	1	
F08, F17	Artefact Management	F08.HLBR06	Configure a categorization and classification structure	F08.HLBR06.R01	Input, display, update, and delete a classification structure template for artefacts that includes one or more levels of categories <authorized user> (e.g. certain categories are available for internal resources only, others are for public consumption)	Shall Have	Core	1	
F08, F17	Artefact Management	F08.HLBR06	Configure a categorization and classification structure	F08.HLBR06.R02	Notify users that artefact does not adhere to standards and conventions under / within the classification structure	Should Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F11, F16	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R03	Run reports on status of contract	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R04	Notify users (via a mechanism external to the system) of a required action on a contract (e.g. contract expiry) based on specified criteria (e.g. status, timing)	Should Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R05	Set a status to a contract - Pre-Award - Active - Closed - Cancelled	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R06	Associate/dissociate one or more contracts with/from a project	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R07	Set one or more statuses to a contract based on criteria (Project is closed but still have financial transactions pending)	Won't Have	Core	2A	
F11, F14, F17	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R08	Auto-set a status to a contract based on configured criteria (e.g. Contract is set to expire based on expiry dates entered) <Authorized User>	Won't Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R16	Retrieve Vendor information from CAS CFS for contract setup (e.g. Vendor Name, Address, Phone Number)	Should Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R17	Indicate differences between vendor information from CAS CFS and vendor information currently within the solution (e.g. Contract #, contract name, description, original amount, start date, completion date, method of award, etc)	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R20	Input, display, update, and hide contract information related to a project (PO/contract number, supplier name, requestor, deliver to, solicitation method). Deletion is only possble if no transcations (e.g.: financial entries; amendments) have been entered against the contract	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F11, F17	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R21	Indicate contract type - Contract, - Contract for service, - Letter of Authority (LOA), - Letter of Agreement (LA), - Purchase Order, - Conversion, - Transfer Under Agreement, and - Other Agreement (OA) Configure contract types based on Ministry policy <authorized users>	Shall Have	Core	2A	
F11, F17	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R22	Indicate contract sub-type - Consulting Services, - Local Minor, - Major Works, - Minor Works, - Operational, - Design/Build Major, - Design/Build Minor, - Road and Bridge (electrical, hwy maintenance, pavement marking) Configure contract subtypes based on Ministry policy <authorized users>	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R23	Input, display, edit, and hide contract cross reference number (CAS CFS Purchase Document #) for a contract	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R24	Auto-generate contract cross reference number if no contract cross reference number is entered by user. Contract cross reference number is auto generated from a number of additional fields based on the following naming convention including responsibility centre, document or contract type and a multi-digit sequence number (e.g. 005CS3795, 028LA0123). **Note:** numbers must be expandable e.g.: currently the sequence number is 5 or 6 digits; in future it may be more	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR02	Monitor project contract financials	F11.HLBR02.R01	Automatically reconcile contract payment against CAS CFS	Won't Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR02	Monitor project contract financials	F11.HLBR02.R02	Indicate differences between contract payment information from CAS CFS and contract payment information currently within the solution	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR02	Monitor project contract financials	F11.HLBR02.R03	Display, hide matched invoices made against a contract	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F11	Project Contract Tracking	F11.HLBR03	Forecast against a contract	F11.HLBR03.R01	Associate/dissociate project forecast lines with/from a contract	Shall Have	Core	2A	s.21
F11	Project Contract Tracking	F11.HLBR03	Forecast against a contract	F11.HLBR03.R02	Delete forecast lines from a contract	Shall Have	Core	2A	
F11	Project Contract Tracking	F11.HLBR03	Forecast against a contract	F11.HLBR03.R03	Input forecast by Work Breakdown Structure or by Chart of Accounts segments from a recorded contract	Shall Have	Core	2A	
F17	Solution Configurability	F17.HLBR02	Configure business rules	F17.HLBR02.R01	Configure business rules to automate select system functionality and useability, e.g.: - auto-populate fields based on previous selections - convert fields to meet conventions and standards (e.g. date fields) - prevent update of fields during restricted time periods (e.g. EMR cycle) <Authorized User>	Should Have	Core	1	
F17	Solution Configurability	F17.HLBR02	Configure business rules	F17.HLBR02.R02	Configure business rules to enforce data quality standards, e.g.: - validate actual transaction data coding against project coding - enforcement of naming standards and taxonomies - enforcement of data entry conventions including date format, time, decimal values <Authorized User>	Should Have	Core	1	
F17	Solution Configurability	F17.HLBR02	Configure business rules	F17.HLBR02.R03	Configure business rules to regulate system use, e.g.: - required and optional fields - access to specific modules, fields and system functionality <Authorized User>	Should Have	Core	1	
F17	Solution Configurability	F17.HLBR02	Configure business rules	F17.HLBR02.R04	Configure display and retention of historical data logging at the individual field level. Default configuration will be set to track/log all field level changes, e.g.: - timestamp - user who had completed the change - original vs. new value <Authorized User>	Shall Have	Core	1	

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F17	Solution Configurability	F17.HLBR02	Configure business rules	F17.HLBR02.R05	Configure business rules for different system roles, e.g.: - authorized users (e.g. can override a defined subset of business rules) - users (cannot override business rules) - restricted users (e.g. users are restricted to only certain projects, and update of forecast, screens, modules) <Authorized User>	Shall Have	Core	1	s.21
F17	Solution Configurability	F17.HLBR03	Configure project templates by type	F17.HLBR03.R01	Configure business rules (e.g., required fields, required deliverables, minimum work breakdown structure) based on project characteristics, e.g.: project type and sub types: a) Capital Expansion b) Preservation c) Transit d) Pre-Project (from Pre-Project Development Fund) e) Operating f) Grants g) Other h) TCA - Tangible Capital Assets <Authorized User>	Shall Have	Core, Transit	1	
F17	Solution Configurability	F17.HLBR03	Configure project templates by type	F17.HLBR03.R02	Configure business rules (e.g., required fields, required deliverables, work breakdown structure) to be applied based on project characteristics/attributes, e.g. project / investment plan status <authorized user>	Shall Have	Core	1	
F05, F17	Solution Configurability	F17.HLBR03	Configure project templates by type	F17.HLBR03.R03 F05.HLBR04.R02	Configure pre-defined values (e.g.: cost types, regions, districts, electoral districts, departments, work activities) to populate forms and fields, e.g.: - List of project types - List of project sub-types - List of Business Function <authorized user>	Shall Have	Core	1	
F17, F08	Solution Configurability	F17.HLBR03	Configure project templates by type	F17.HLBR03.R04	Configure mandatory and optional metadeta tags for project artefacts <authorized user>	Should Have	Core	1	
F17	Solution Configurability	F17.HLBR04	Configure workflow	F17.HLBR04.R01	Configure unique workflows for various system entities (e.g., project, investment plan, contract, artefact) <authorized user>	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F17	Solution Configurability	F17.HLBR04	Configure workflow	F17.HLBR04.R02	Configure workflows based on multiple attributes (e.g. project type: Preservation vs Expansion, dollar threshold, extent or number of target accomplishments) <authorized user>	Shall Have	Core	1	s.21
F17,F14	Solution Configurability	F17.HLBR04	Configure workflow	F17.HLBR04.R03	Configure roles required to complete a given workflow which may include but may not be limited to: - Internal reviewer (e.g. MoTI Business Area employee) - External reviewer (e.g. GCPE) - Internal approvers (e.g. MoTI Business Area employee) - Temporary approver (.e.g. Temporary reviewer during usual reviewer vacation) <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR04	Configure workflow	F17.HLBR04.R04	Configure user assignment to workflow roles <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR05	Configure notifications	F17.HLBR05.R01 F06.HLBR03.R22, F07.HLBR03.R22	Configure global mandatory and supressable notifications (e.g., warnings, errors, reminders, notice of new feature release) to be displayed within the solution, sent (e.g., by email) and/or routed (e.g., user-specific notification list) <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR06	Configure lookup table values	F17.HLBR06.R02	Group values from internally configured items and external system values to generate holistic lookup lists (e.g. CAS system provide historic and current Chart of Accounts - these will be in flux therefore source of truth is shared between CAS and IPS). <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR07	Configure import templates	F17.HLBR07.R01	Configure Project attribute options and appearance order when importing information <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR07	Configure import templates	F17.HLBR07.R03	Search and build an attribute list for import <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR07	Configure import templates	F17.HLBR07.R04	Input, display, update, hide and delete import template <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR08	Configure document templates	F17.HLBR08.R01	Configure document templates for business process workflows including mandatory (e.g. completion certificates, budget allocation form) and optional documents (e.g. Project approval form) <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR08	Configure document templates	F17.HLBR08.R02	Configure default values to be populated into a document template at the system, regional and business unit level (e.g. Project Approval form) <authorized user>	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F17	Solution Configurability	F17.HLBR09	Configure data entry forms	F17.HLBR09.R01	Configure a data entry form template (e.g. layout of data entry form, tab order) <authorized user>	Shall Have	Core	1	
F17, F09, F11	Solution Configurability	F17.HLBR09	Configure data entry forms	F17.HLBR09.R02 F09.HLBR01.R03 F11.HLBR01.R26	Configure data attributes, e.g.: - Interested Parties information - Contract information (type, subtype) - Project lifecycle <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR10	Configure data attributes and relationships	F17.HLBR10.R02	Configure lookup list attribute relationships (e.g., hierarchical dependencies such as Department > Region > District, relate attribute to lookup list) This includes: - access to secure content - archive schedule (e.g. daily, weekly, monthly) <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR11	Configure help tools	F17.HLBR11.R02	Configure contextual help content <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR11	Configure help tools	F17.HLBR11.R03	Configure number (x) of allowable undo operations within a given data entry session <authorized user>	Could Have	Core	1	
F17	Solution Configurability	F17.HLBR13	Configure branding	F17.HLBR13.R01	Configure Government and Ministry branding (e.g., logo, banner, home screen image) for public facing solution <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR14	Configure system roles	F17.HLBR14.R04	Copy an existing role, to use as a template for a new role <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR14	Configure system roles	F17.HLBR14.R02	Associate/dissociate users and/or groups of users with/from roles (e.g.through a user interface for singular association or bulk role configuration) <authorized user>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR14	Configure system roles	F17.HLBR14.R03	Configure Project Groups <Authorized Users>	Shall Have	Core	1	
F17	Solution Configurability	F17.HLBR14	Configure system roles	F17.HLBR14.R05	Display users, the roles with which they are associated, and the access permissions they have been granted <authorized user>	Shall Have	Core	1	

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									s.21
F17	Solution Configurability	F17.HLBR16	Configure Spatial	F17.HLBR16.R01	Configure interactive maps for users based on system roles <Authorized Users> - Available layers and basemaps - Layer visual setting and groupings - Default map settings including units of measure and layers visually visible by default - Available spatial sets that can be added	Should Have	Core	1	
F17, F08	Solution Configurability	F17.HLBR17	Configure a categorization and classification structure	F08.HLBR02.R13 F17.HLBR17.R01	Configure retention values for project information and artefacts to adhere to governement audit and retention policies (e.g. inactive project designation) <authorized user>	Could Have	Core	1	
F18, F17	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R06	Personalize help settings - Turn on/off context Sensitive Pop up help text/tips - Turn on/ off auto display of relevant text	Should Have	Core	2A	
F18, F17	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R07	Configure help settings <authorized user> - Turn on/off context Sensitive Pop up help text/tips - Turn on/ off auto display of relevant text - Configure help settings by user role	Shall Have	Core	2A	
F18, F17	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R03	Display IT support materials, e.g.: - Helpdesk support materials (including triage support materials) - FAQ guides <authorized user>	Should Have	Core	2A	
F18, F17	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R04	Display guidance on and/or assistance with system maintenance and configuration updates <authorized user>	Should Have	Core	2A	
F10, F17	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R02	Select / deselect project information and classify as communications data that may be shared outside of the Ministry. (e.g., public-friendly description, benefits, images, URLs to non-IPS resources (e.g.: to facebook, construction camera data, Tran BC article)) <authorized user>	Shall Have	Core	2A	
F10,F17	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R04	Configure audience names (e.g.: Public; Executive; All Ministry) <authorized user>	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR01	Capture project outcome measurement information	F12.HLBR01.R01	Input, display, update, hide, delete target and actual values for measurable accomplishments (e.g.: kms of new passing lane built; metres of guardrail installed)	Shall Have	Core	2A	

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									s.21
F12, F17	Project Outcome Measurement	F12.HLBR01	Capture project outcome measurement information	F12.HLBR01.R02	Configure measurable accomplishment units of measure (e.g.: selected units of measure such as kms of new passing lane; metres of guardrail installed) and any descriptive metadata (e.g.: effective start and end dates) <Authorized Users>	Shall Have	Core	2A	
F12, F17	Project Outcome Measurement	F12.HLBR01	Capture project outcome measurement information	F12.HLBR01.R03	Configure logging of historical data for field and record composition (e.g.: accomplishment record), e.g.: - start and end dates - modifying user - current and historical field values <Authorized Users>	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R01	Input, display, update, hide, delete capitalizability index value for a project based on a capitalizability index. This value may be mandatory for some project types and optional for other project types	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R02	Input, display, update, hide, delete capitalizability classification. This flag is set only for projects not using the capitalizability index prior to close out activities	Shall Have	Core	2A	
F12, F17	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R03	Configure a capitalizability index within the solution <authorized users only> **Value** **Cap/Ex** **Project's Asset Characteristics** 10 Capitalize All components extend the life beyond 40 years overall 9 Capitalize Average of components extend the life beyond 40 years overall 8 Capitalize Some components are below the 40 year threshold but all are greater than 15 years overall 7 Capitalize All components extend the life beyond 15 years 6 Capitalize Average of components extend the life beyond 15 years overall 5 Capitalize Some components are below the 15 year threshold 4 Expense Terminated or deferred work in progress that would have had components exceed a 15 year life or greater 3 Expense All components are below the 15 year threshold 2 Expense No additional life: additional expenditures to realize only the originally projected benefits 1 Expense No additional life: repairs only, additional expenditures to realize only a portion of the originally projected benefits 0 Expense Materiality clause not met	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F12, F17	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R04	Configure a capitalizability classification, with values of either Capitalize or Expense <authorized users only>	Shall Have	Core	2A	s.21
F12, F16	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R05	Run a report on the per-project capitalized and expensed expenditure amounts based on the capitalizability classificiation or capitalizability index value	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R01	Configure a template containing a set of measurable accomplishment units of measure and any descriptive metadata, allowing for the addition/change/retirement of accomplishments. Template can be created either from scratch or by taking a copy of a project instance's accomplishments set <authorized users only>	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R02	Personalize a template containing a set of measurable accomplishment units of measure and any descriptive metadata, allowing for the addition/change/retirement of accomplishments	Could Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R03	Share a personalized template with other users	Could Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R05	Run a report on current and historical accomplishments, including variance between target and actual accomplishments.	Shall Have	Core	2A	
F12	Project Outcome Measurement	F12.HLBR03	Configure project outcome measurement classifications and units of measure	F12.HLBR03.R06	Run a report on progress by milestones (e.g. 50% completion, construction start date, construction end date, project completion date), displaying target vs actual measurable accomplishments	Shall Have	Core	2A	
F13, F17	Mobile and Offline Access	F13.HLBR01	Configure project outcome measurement elements	F13.HLBR01.R01	Configure which project information and artefacts will display on mobile devices, online or offline <authorized user>	Could Have	Core	2B	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F13, F17	Mobile and Offline Access	F13.HLBR03	Transition effectively to offline mode	F13.HLBR04.R01	Personalize project information and artefacts for use in offline mode	Should Have (pending determination of performance impacts to having access to all data in offline mode)	Core	2B	s.21
F09, F17	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R02	Configure fields and values for Interested Party details, as per F09.HLBR01.R01 <authorized user>	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R03	Associate/dissociate an interested party with/from a project	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R04	Display all projects associated with an Interested Party	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R05	Display all Interested Parties associated with a project	Shall Have	Core	2A	
F09, F17	Interested Parties Management	F09.HLBR01	Track project communications with interested parties	F09.HLBR02.R03	Configure Reminder fields and values for Interested Party details, as per F09.HLBR02.R02 <authorized user>	Should Have	Core	2A	
F16, F17	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R10	Associate/dissociate reports with/from roles <authorized user>	Shall Have	Core	1	
F16, F17	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R13	Associate/dissociate a report template with/from roles <authorized user>	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R01	Input, display, update, hide and delete unfunded project information in the solution, e.g.: • Project Name • Project Number (NOTE: In Current State this is manually entered, not system generated) • Project Type (Preservation, Expansion, Transit) • Status • UFPI Originated in (Region 1, Region 2, Region 3, Provincial) • UFPI Currenly in (Region 1, Region 2, Region 3, Provincial) • Hwy # • spatial attributes (including version)/coordinates – for end points; length • Regions/Districts/Electoral Districts • Deficiencies • Scope • Cost estimate (including source and date) • Project life-cycle status (i.e.: planning, preliminary/functional design, detailed design, property acquisition and construction) • Unfunded/funded flag (authorized users only) • Comments	Shall Have	Core, Transit	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R02	Input, display, update, hide and delete metrics related to the unfunded project, including but not imited to: - asset condition metrics - safety performance metrics - mobility performance metrics - strategic metrics - Other scoring criteria (e.g. speed advisory, known hazard, one lane bridge) Source information for Asset Metrics can be found at: s.15	Should Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R03	Input, display, update, delete prioritization values for an unfunded project, allowing for prioritization within Type (e.g.: Preservation, Expansion, Transit, Other), Business Area (e.g.: HQ, Region1, Region2, Region3), and District <authorized users>	Could Have	Core, Transit	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R04	Display unfunded project rank based on a combination of prioritization values, 1 being the highest rank. This ranking indicates the priority for promotion to the provincial unfunded inventory Ranking notes can be found at: s.15	Could Have	Core	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R05	Input, display, update, hide one or more unfunded projects inventories (e.g., regional and provincial expansion project and preservation project lists)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R06	Import unfunded project information from an external source (e.g., Excel) to create a new unfunded projects inventory	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R07	Import unfunded project information from an external source (e.g., Excel) to update an existing unfunded projects inventory **<authorized users>**	Could Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R08	Export unfunded project information to an external source (e.g.: Excel; PDF)	Shall Have	Core	1	

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F03, F14	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R09	Input, display, update project's status. Status definitions are: **Project Type = UFPI** **UFPI_New**: **UFPI_Updated**: **UFPI_AlignedWithHQ**: **Project Type = Expansion** **No_Status/Unfunded**: not put forward for a TIP **Notional**: project has been included in a specific TIP **Pre-project Development Proposed**: project needs research to establish viability/ROI prior to being executed as a capital project AND has been included in a specific TIP **Pre-project Development Approved**: project has been approved for research funds to establish viability/ROI prior to being executed as a capital project AND has been included in a specific TIP **Capital Proposed**: project has been deemed worthy to proceed/execute as defined AND has been proposed to the Capital Programming Board for inclusion in a TIP **Capital Approved**: project has been deemed worthy to proceed/execute as defined AND has been approved by the Capital Programming Board for inclusion in a specific TIP; make the Funded/Unfunded flag available to the <authorized user> (not greyed out) **Project Type = Preservation** **Pending:** More information/research required **Approved**: Project approved to proceed **Planning:** In the planning phase	Shall Have	Core, Transit	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R10	Indicate differences between actual project outcomes against projected unfunded project outcomes.	Should Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R11	Auto-save transactional data about the UFPI unfunded projects, scores, and rankings and make available a corresponding report	Won't Have	Core	1	
F03, F17	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R12	Configure data fields and field values for Unfunded Projects, as per F03.HLBR01.R01 <authorized user>	Shall Have	Core	1	
F03, F17	Investment Plan and Budget Monitoring	F03.HLBR01	Maintain unfunded projects inventory	F03.HLBR01.R13	Configure data fields and field values for Metrics, as per F03.HLBR01.R02 <authorized user>	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R01	Input, display, update, hide, delete separate investment plans, each supporting a distinct funding strategy (e.g Expansion, Preservation, Transit)	Shall Have	Core, Transit	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R02	Input, display, update, hide, and delete long-term strategic goals (e.g., 10 year investment plan)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R03	Associate/dissociate one or more projects with/from a single investment plan. A project may only be Associate/dissociated with/from one investment plan at a time	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R17	Transfer project from one investment plan to another	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R04	Group projects within an investment plan by configurable groups (e.g., at the program level, the sub-program level)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R05	Allocate budget to configurable groups of one or more projects, and/or to individual projects	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R06	Run a report on configurable groups at the project level (PPB)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R07	Input or update status for an investment plan: - draft: indicates an IP currently being written/compiled (default status upon initial IP creation) - proposed: indicates an IP whose draft is complete and is under/pending review - approved: indicates an IP authorized for execution by the Ministry - rejected: indicates an IP which was reviewed and not approved - active: indicates the IP currently in use; there may only be one IP per funding strategy in the system at any point in time. Only 'approved' IPs may be set to the 'active' status. When an 'approved' IP is set to 'active', the previous 'active' IP becomes 'inactive' - inactive: indicates a previously 'active' IP that is no longer in use, as it was superseded by a newer IP Note: 'approved' is not yet active -- it just means that an IP scenario is approved for use going forward. The IP administrator will need to set the IP to 'active' to replace the previous 'active' IP	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R08	Input, display, update, hide, delete one or more investment planning scenarios using a combination of selected projects (unfunded, notional, pre-project development and capital) and manually created line items	Shall Have	Core	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R09	Indicate differences between one investment plan scenario and one or more other proposed investment plan scenarios	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R10	Indicate differences between one active quarterly investment plan and one or more others	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R11	Display a read-only view of the active investment plan <all users>	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R12	Calendarize budget (e.g.: into Fiscal Years or monthly or quarterly) against configurable groups of one or more projects, and/or against individual projects	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R13	Display project delivery information (scope, schedule, and budget allocations vs forecasts vs actuals/expenditures) for configurable groups of one or more projects, and/or individual projects	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R14	Input, display, update, hide, and delete total TIP allocation value, administrative costs, and the dollar amount *or* percent amount allocated to each TIP sub-Level. Auto-verify that dollar amounts at the sub-level plus the administrative costs do not exceed the total TIP allocation value	Should Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R18	Notify user that dollar amounts at the sub-level plus the administrative costs have exceeded the total TIP allocation value	Should Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R15	Configure IP status values (e.g.: draft (default), proposed, approved, rejected, active, inactive)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR02	Define investment plan(s)	F03.HLBR02.R16	Merge two or more scenarios to generate a new (distinct) scenario, allowing the user to indicate how the differences between scenarios will be incorprated (e.g.: only use differences from Scenario A, OR use differences from Scenarios A, B, and D, OR discard all differences)	Could Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR03	Develop proposed project list for investment plan	F03.HLBR03.R01	Display selected proposed projects by status, rank, and/or promotion indicators	Should Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR03	Develop proposed project list for investment plan	F03.HLBR03.R02	Input, display, update one or more ~~a~~ manual sort attributes to groups (e.g. programs and sub-programs) and projects to facilitate reporting and user experience for all users	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
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F03	Investment Plan and Budget Monitoring	F03.HLBR03	Develop proposed project list for investment plan	F03.HLBR03.R03	Associate/dissociate approval documentation (e.g., briefing note) with/from the project list for Capital Program Board development fund approval	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR03	Develop proposed project list for investment plan	F03.HLBR03.R04	Input, display, update, hide the annual project development fund values	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR04	Support investment plan hierarchy	F03.HLBR04.R01	Decompose an investment plan budget allocation line into a sub-investment plan creating a hierarchical relationship (e.g., decompose preservation program budget allocation into a secondary investment plan; decompose preservation program regional budget allocation into a secondary investment plan)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR04	Support investment plan hierarchy	F03.HLBR04.R02	Indicate variances between budget allocation set in parent investment plan and forecasts set in sub-investment plan (to monitor whether sub-investment plans are financially aligned with the larger IP)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR04	Support investment plan hierarchy	F03.HLBR04.R03	Display aggregated investment plan cashflow and forecasts for a sub-investment plan within the investment plan (to monitor whether sub-investment plans are financially aligned with the larger IP)	Shall Have	Core	1	
F03, F08	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R01	Associate/dissociate monthly monitoring meeting comments with/from a project and/or investment plan	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R02	Indicate project deficits/pressures and surpluses/slippages for the purposes of budget reallocation considerations	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R03	Display approved projects' scope, schedule and budget against the investment plan Preservation: bridge projects only	Shall Have	Core	1	
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R04	Notify affected assigned project managers on approval of an investment plan version, e.g.: - affected projects and variances between different fiscal targets, and - forecast adjustments entered at the IP level	Could Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R05	Display each project's aggregate forecasts from within the related investment plan (e.g. Forecasted gross recoveries and net)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R06	Display aggregate forecasts for all projects, at any level within the investment plan (e.g. cash flow reporting in current state)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R07	Input, display, update, hide, aggregate forecast adjustments from within the related investment plan without impacting actual project forecasts	Shall Have	Core	1	

IPS Area Specific Detailed Business Requirements

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R08	Restrict updates to the active investment plan and scenarios, allowing restriction override by authorized users only	Shall Have	Core	1	s.21
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R09	Route project comments to one or more individuals (e.g., project manager, regional manager), either in response to a user-driven action or a set of criteria being met	Could Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R10	Version an investment plan scenario and retain historic information	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R11	Display project fiscal roll-ups relating to IP fiscal targets, indicating differences between project fiscal roll-ups and investment plan fiscal targets to ensure alignment	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R12	Display each project's schedule information (planned vs actual) within the investment plan	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R13	Auto-save transactional data about the investment plan item changes and make available a corresponding report	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR05	Maintain and monitor investment plan	F05.HLBR05.R14	Activate PFA approval workflow, and route through to completion	Shall Have	Core	1	
F03, F08	Investment Plan and Budget Monitoring	F03.HLBR06	Approve and monitor projects within the investment plan	F03.HLBR06.R01	Associate/dissociate artefacts (e.g.: capital project funding requests, briefing notes, funding decisions, project funding agreement (PFA) versions, PFA approvals, and URLs to artefacts held in non-IPS repositories) with/from a project within an investment plan	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR06	Approve and monitor projects within the investment plan	F03.HLBR06.R03	Display project recovery detail by recovery type (e.g., federal government, municipal government, other third parties)	Shall Have	Core	1	
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R01	Activate investment plan status report approval workflow	Shall Have	Core	1	
F03, F16	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R02	Publish an investment plan status report	Could Have	Core	1	
F03, F16	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R03	Display variance and amendment reports for comparing project and investment plan budget amounts against forecasted amounts	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R04	Input, display, update, hide, ad-hoc project budgets Note: Hiding a budget suppresses that data and prevents it from being represented in the Investment Plan values.	Shall Have	Core	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR08	Complete investment plan fiscal year end	F03.HLBR08.R01	Display differences between CAS CFS rolled up project actuals and **budget allocations** to quantify variance**, then update investment plan to reflect actuals as required**	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR08	Complete investment plan fiscal year end	F03.HLBR08.R02	Carry forward the active investment plan into the new fiscal year, and auto-calculate related data (e.g.: 'current fiscal year' value)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR08	Complete investment plan fiscal year end	F03.HLBR08.R04	Following F03.HLBR08.R02, auto-input and populate the carry forward amount (surplus or deficit) within the carried forward investment plan for each project's budget allocation by transaction type (recovery carry forward, expenditure carry forward)	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR08	Complete investment plan fiscal year end	F03.HLBR08.R03	Following F03.HLBR08.R04, auto-carry forward active PFAs into the new fiscal year	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR09	Capture Treasury Board expenditure limits	F03.HLBR09.R01	Input, display, update, hide Treasury Board target budget amounts within Transportation investment plan	Shall Have	Core	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR09	Capture Treasury Board expenditure limits	F03.HLBR09.R02	Display previous versions of Treasury Board budget for a fiscal year	Shall Have	Core	1	
F03, F06	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R01	Display variances between A/R invoiced amounts (recovery invoices) and actual A/P expenditures	Shall Have	Core	1	
F03, F06	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R02	Display differences between recovery invoice to the funding body/program and relevant investment plan expenditures	Shall Have	Core	1	
F03, F06, F16	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R03	Run a report on variances between A/R invoiced amounts (recovery invoices) and actual A/P expenditures~~, for sharing with the Treasury Board~~	Shall Have	Core	1	
F03, F06, F16	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R04	Run a report on differences between recovery invoice to the funding body/program and relevant investment plan expenditures~~, for sharing with the Treasury Board~~	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R05	Input, display, update, hide, delete a claim, including: - claim ID # - payer - claim creation date - project ID - project description - total claim amount (in CAD (Canadian dollars)) - amount(s) received (in CAD) - date(s) received - claim status **Note:** A claim may only be deleted if its Claim Status <= 'Submitted' **Claim Status definitions are:** **Draft**: Claim being drafted; not ready for circulation **Ready for signature**: Claim draft complete; ready for circulation/signing **Awaiting signature**: Claim submitted for signatures; not yet signed **Signed**: Claim signed **Submitted**: Claim submitted to payer (e.g.: Federal funding board) **Paid**: Funds have been received from the payer; the claim is complete **Cancelled:** A submitted claim that has been abandoned or will otherwise not proceed to completion	Shall Have	Core, Transit	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R06	Associate/dissociate one or more invoices with/from a claim - invoice ID # - payment status - invoice amount	Shall Have	Core, Transit	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R07	Record claim amount paritally or fully received, including: - amount received in dollars and cents - date received	Shall Have	Core, Transit	1	
F03	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R08	Display variances between claim amounts (comprised of recovery invoices) and claim/recovery amounts received	Shall Have	Core, Transit	1	
F03, F16	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R09	Run a report on variances between claim amounts (comprised of recovery invoices) and claim/recovery amounts received	Shall Have	Core, Transit	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R10	Notify user that dollar amounts received for the claim have exceed the sum of the recovery invoice values	Shall Have	Core, Transit	1	s.21
F03	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R11	Input, update a received claim amount against an invoice	Shall Have	Transit	1	
F04	Portfolio Management	F04.HLBR01	Create portfolio	F04.HLBR01.R01	Build a portfolio based on one or more data filters (e.g., program, program elements, corridor, resonsibility centre, highway, major project, assigned project manager)	Shall Have for everything except spatial (Could Have for spatial-based selection)	Core	1	
F04	Portfolio Management	F04.HLBR01	Create portfolio	F04.HLBR01.R02	Build a portfolio of multiple manually selected projects	Shall Have	Core	1	
F04	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R01	Input, display, update per-project deficits/pressures and surpluses/slippages for one or more projects within a portfolio, and initiate a budget reallocation request if required	Shall Have	Core	1	
F04	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R02	Input, display, update aggregate project deficits/pressures and surpluses/slippages for one or more projects within a portfolio and initiate a budget reallocation request if required	Shall Have	Core	1	
F04, F05	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR03	Track and monitor multiple projects Manage project personnel resources	F04.HLBR02.R03 F05.HLBR03.R01	Search for and associate one or more resources with one or more projects to fulfill a project role (e.g., project manager) for a specific time period (e.g., from/to dates)	Shall Have	Core	1	
F04, F05	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR03	Track and monitor multiple projects Manage project personnel resources	F04.HLBR02.R04 F05.HLBR03.R03	Search for and display current and historic personnel resources associated with one or more projects (e.g., for all active Region 1 projects, view the current project manager)	Shall Have	Core	1	
F04	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R05	Display aggregated project information for one or more projects in a portfolio (e.g., total budget, total work-to-date, obligations, planned future expenditures, carry over)	Shall Have	Core	1	

IPS Area Specific Detailed Business Requirements

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F04, F16	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R06	Run a report on aggregated project information for all projects in a portfolio (e.g.: total budget, total work-to-date, obligations, planned future expenditures, carry over)	Shall Have	Core	1	
F04	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R07	Display project status across all projects within a portfolio, in an at-a-glance format	Should Have	Core	1	
F04, F05, F16	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R08 F05.HLBR07.R01	Input, display, update a project status report: - for a single project - showing all projects within the portfolio	Shall Have	Core	1	
F04, F05, F16, F17	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R09 F05.HLBR07.R02	Configure, display, update the project status report template <authorized users>	Shall Have	Core	1	
F04, F05, F16	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R10 F05.HLBR07.R05	Display only the Project Summary Report fields for one or more Published project status reports and expose to an internal MOTI website (e.g.: for Executives)	Shall Have	Core	1	
F04	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R11	All portfolio capabilities must preserve the audit capabilities inherent in the atomic entities (e.g.: project)	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR01	Right-size projects	F05.HLBR01.R01	Input, display, update, hide a project's type (e.g preservation, expansion)/and magnitude (e.g.: small, medium, large) and lifecycle phase (e.g.: planning, implementation, monitoring)	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR01	Right-size projects	F05.HLBR01.R02	Input, display, update, hide required items for each project type/magnitude and phase, where an item is zero or more of deliverables (e.g.: forms), artefacts, data entry, and workflow processes	Shall Have	Core	1	
F05, F10	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R01 F10.HLBR01.R01	Input, display, update and hide project information throughout a project's lifecycle (e.g., project description, electoral district expenditure spread, spatial data, related structures, program element, communications data, target milestones, actual milestones).	Shall Have	Core	1	
F05, F17	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R02	Configure project attributes and hierarchies where appropriate (e.g.: project type, sub-type, WBS, electoral district expenditure spread, related structures, program element) <authorized users only>	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R03	Associate/dissociate zero or more capital projects with/from an unfunded project	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R04	Associate/dissociate zero or more capital projects with/from a pre-project development project	Shall Have	Core	1	s.21
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R05	Associate/dissociate zero or more unfunded projects with/from a capital project	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R06	Associate/dissociate zero or more pre-project development projects with/from a capital project	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R07	Update a project's status from its current status to any other status, unless the project status is Closed.	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R08	Update a project's status from Closed to any other status <authorized users only>	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R09	Display a list of project artefacts associated with a project throughout its lifecycle	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R10	Display a list of project artefacts associated with a project throughout its lifecycle, filtered by project state (e.g., unfunded, pre-project development, capital)	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R11	Display artefact contents by selecting an artefact from an artefact list	Shall Have	Core	1	
F05, F17	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R12	Configure project statuses **Preservation statuses** (e.g. Planning, Engineering, Design, Construction, Complete (Closeout Pending), Closed, Other) **Expansion statuses** (e.g. Unfunded, Notional, Pre-project Development - Proposed, Pre-project Development - Approved, Capital - Proposed, Capital - Approved) <authorized user> See also Type in F05.HLBR01.R01	Shall Have	Core	1	
F05, F17	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R13	Configure project milestones (e.g.: 50% completion, construction start date, construction end date, project completion date), enabling capture of target and actual milestones	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR04	Manage project scope	F05.HLBR04.R01	Input, display, update, hide project scope by pre-defined values (e.g., highway no., lane kilometres, bridge no.) and free-form description	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F05, F17	Capital Project Lifecycle Management	F05.HLBR04	Manage project scope	F05.HLBR04.R02	Configure pre-defined values <authorized user>	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR04	Manage project scope	F05.HLBR04.R03	Input, display, update, hide and delete a project scope template	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR04	Manage project scope	F05.HLBR04.R04	Input a project scope instance using another project scope instance as its template	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR04	Manage project scope	F05.HLBR04.R08	Display current and previous scope versions	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R01	Input and update a free-form schedule description	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R02	Input, display, update, hide and delete a project schedule template (specifically, mandatory deliverables and milestones)	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R03	Import a schedule from MS Project or Excel and apply against solution data fields to generate a new schedule (e.g., planned date, target date, actual data)	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R06	Import a schedule from MS Project or Excel and apply against solution data fields to update an existing schedule (e.g., planned date, target date, actual data). Merge the existing schedule data with the imported data **Note:** If merging the imported data with the existing data is very costly and/or time consuming, then overwriting existing data with imported data is an option as well. Please discuss	Could Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R04	Associate/dissociate an externally-created project schedule or a URL to artefacts held in non-IPS repositories (e.g.: from MS Project, Excel, or PDF) with/from a project as an artefact	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R05	Input a project schedule using project schedule from a different project as its template	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding agreement (PFA)	F05.HLBR06.R01	Input, display, and update a PFA based on MOTI policy	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding	F05.HLBR06.R02	Input, display, update, hide a fiscal target (reference amount) against a project	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F05	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding	F05.HLBR06.R03	Project may have zero or one fiscal targets	Shall Have	Core	1	s.21
F05	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding	F05.HLBR06.R04	A project may have zero or one fiscal allocations	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding agreement (PFA)	F05.HLBR06.R05	Activate a PFA review and approval workflow	Shall Have	Core	1	
F05, F14, F16	Capital Project Lifecycle Management	F05.HLBR07	Manage project status report	F05.HLBR07.R01	Activate a Status Report Review and Publish workflow, when report preparation has been delegated	Could Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR07	Manage project status report	F05.HLBR07.R02	Update the status of a project status report from Draft to Publish	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R01	Set project data and related IPS-held artefacts (e.g.: capital project funding requests, briefing notes, funding decisions, project funding agreement (PFA) versions, PFA approvals, and URLs to artefacts held in non-IPS repositories) to read-only upon project close-out	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R02	Input, display, update, hide project closeout information (e.g., lessons learned, project objectives (target vs actual), accomplishments (target vs actual))	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R03	Input, display, update, hide a project completion form	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R04	Activate a project completion form approval workflow	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R05	Input, display, update, hide a project close out form	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R06	Activate a project close out form approval workflow	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R07	Input, display, update, hide administrative and financial closeout information (updating the project status in the solution and in CAS Oracle Financials)	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R08	Publish the approved project completion form	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
									s.21
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R09	Publish the approved project Close out form	Shall Have	Core	1	
F05	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R10	Transfer asset management obligations between any two of expansion, preservation, and maintenance/operations through a configurable workflow ('one-click' approval) <authorized user>	Shall Have	Core	1	
F06, F07	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R10, F07.HLBR02.R10	Input, display,update, hide and delete status of unobligated forecast items	Shall Have	Core	1	
F11	Project Contract Tracking	F11.HLBR03	Forecast against a contract	F11.HLBR03.R04	Input forecast by contract number (without having to have the WBS or CoA segment)	Could Have	Core	2A	
F17	Solution Configurability	F17.HLBR05	Configure notifications	F17.HLBR05.R04	Personalize (e.g.: toggle on and off) receipt of notifications	Should Have	Core	1	
F17	Solution Configurability	F17.HLBR12	Configure default values	F17.HLBR12.R02	Configure conditional formatting elements <authorized user>	Should Have	Core	1	

IPS Cross Area Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to most/all business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR01 F07.HLBR01	Manage Project Budget, Manage Operating Budget	F06.HLBR01.R08, F07.HLBR01.R08	Activate the budget reallocation workflow based on specified workflow criteria	Shall Have	Core	1	s.21
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R11, F07.HLBR02.R11	Display point in time reports (e.g.:EMR monthly and fiscal year end reports)	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR02 F07.HLBR02	Forecast project expenditures and recoveries Forecast operating budget expenditures and recoveries	F06.HLBR02.R07 F07.HLBR02.R07	Display a project's forecast reporting numbers for the current forecast month (e.g.: work to date, surplus/deficit) Display an operating budget's forecast reporting numbers for the current forecast month (e.g.: work to date, surplus/deficit)	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R03, F07.HLBR04.R03	Display actual transaction data that does not align with an active project number. The actual transaction data should not be included in financial reporting. Display actual transaction data that does not align with an active operating budget number but should not impact financial reporting. For the purpose of exception reporting	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R19, F07.HLBR04.R19	Notify users if actual transaction data is identified against non-active project numbers Notify users when actual transaction data are identified against non-active operating budget numbers	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04 F07.HLBR04	Manage Actual Transactions	F06.HLBR04.R20, F07.HLBR04.R20	Notify (via exception report) if a project is still active in CAS CFS when a project is being deactivated in the solution Create exception report if a project is still active in CAS CFS when an operating budget is being deactivated	Should Have	Core	1	

IPS Cross Area Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to most/all business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R10, F07.HLBR04.R10	Notify select users of actual transaction data that aligns with an active project number, but does not align exactly with project forecast lines Notify select users of actual transaction data that aligns with an active operating budget number, but does not align exactly with operating budget forecast lines	Shall Have	Core	1	s.21
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R11, F07.HLBR04.R11	Notify select users of actual transaction data that is misaligned with system and project configurations within the solutions (e.g. project Chart of Accounts segment that aligns with a project configuration, but Work Breakdown Structure classification does not match a forecast classification, or invalid Chart of Accounts segment combination). Notify select users of actual transaction data that is misaligned with system and project configurations within the solutions (e.g. project Chart of Accounts segment that aligns with an operating budget configuration, but Work Breakdown Structure classification does not match a forecast classification, or invalid Chart of Accounts segment combination).	Shall Have	Core	1	
F06, F07, F14	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR04	Manage Actual Transactions	F06.HLBR04.R17, F07.HLBR04.R17	Notify select user(s) of changes to CAS budget	Should Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R04, F07.HLBR06.R04	Input report-specific comments against the active forecast for a given project	Shall Have	Core	1	
F06, F07, F16	Capital Project Financials Management Operating Budget Financials Management	F06.HLBR06	Report monthly expenditures	F06.HLBR06.R05, F07.HLBR06.R05	Display comments on reporting month's forecast variances from reporting month's actual expenditures on reports	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F08	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R01	Input, display, update, hide and delete an artefact (e.g., letter or form) from a template and populate with system values, at a minimum: - Microsoft Word or word compatible formats - Microsoft Excel or excel compatible formats - Adobe Fillable PDF format	Shall Have	Core	1	s.21
F08, F17	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R02	Input, display, update, hide and delete an artefact template <authorized users> (e.g. project scope, completion contracts)	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R03	Input, update, a deliverable with digital approval (e.g. digital representation of an approver's signature) Any deliverable that is digitally approved remains viewable within the solution, regardless of any approved or unapproved deliverable instances that may arise afterwards.	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R04	Approve or reject an artefact within the solution with digital approval (e.g. Authorized users can approve or reject a deliverable within the solution). Any artefact that is digitally approved remains viewable within the solution, regardless of any approved or unapproved artefact instances that may arise afterwards.	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR01	Generate Documents	F08.HLBR01.R05	Import external E-signature authentication information into the solution (e.g. artefact approved (external to solution) is imported with Certificate based digital ID)	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR01	Generate documents	F08.HLBR01.R06	Input, update and delete auto-populated system values on a solution generated deliverable	Won't Have	Core	1	
F08, F16	Artefact Management	F08.HLBR01	Generate documents	F08.HLBR01.R07	Notify user when a project deliverable or artefact is required based on project type and business rules (e.g.: prompt for completion certificate or project completion report upon expiration of contract or project term dates)	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R01	Associate/dissociate an artefact (e.g., news release, digital media, ads, project funding requests, briefing notes, funding decisions, project funding agreement (PFA), approvals, and URLs to artefacts held in non-IPS repositories) with/from one or more information entities (e.g.: project, project corridor, product, plan, interested parties, & the filterable entities of F10.HLBR01.R01)	Shall Have	Core	1	
F08, F10	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R02	Categorize an artefact using at least one tags	Shall Have	Core	1	

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F08, F17	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R04	Configure tags <Authorized User>	Shall Have	Core	1	s.21
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R05	Personalize tags for an artefact	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R06	Identify artefacts that can be archived based on specified criteria (e.g. government retention policies).	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R07	Display and allow selection of frequently used terms & tags	Could Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R09	Input, display, update, and hide artefacts or deliverables in compliance with government policy	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R10	Display version history of IPS-held artefacts (e.g.: capital project funding requests, briefing notes, funding decisions, project funding agreement (PFA) versions, PFA approvals, and URLs to artefacts held in non-IPS repositories)	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R11	Export a deliverable	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R13	Import an artefact from an external source (e.g, approval briefing note, email correspondence, CAD drawing/dwg, shapefile)	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R14	Import embedded metadata information contained within the artefact (e.g. XMP attributes for photos, PDF header information)	Should Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R15	Update embedded metadata information for images (e.g.: jpeg) to reflect contextual details within the solution	Should Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R22	Update embedded metadata information for non-images (e.g.: videos) to reflect contextual details within the solution	Could Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R16	Auto-suggest a name for an artefact If the existing filename is taken. The solution must allow this name to be amended at the time of capture or generation.	Could Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R17	Display a list of all artefact versions for the purpose of selecting one to display its contents	Shall Have	Core	1	

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F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R18	Display artefact version content by selecting an artefact or deliverable version	Could Have	Core	1	s.21
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R19	Transcribe completed documents or forms using optical character recognition (for hard copy documents).	Won't Have	Core	1	
F08	Artefact Management	F08.HLBR02	Manage artefacts (files, digital images, videos)	F08.HLBR02.R21	Input, display, update, hide, and delete associations of artefacts with one or more projects	Shall Have	Core	1	
F08, F15	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R01	Import relevant spatial metadata	Shall Have	Core	1	
F08, F15	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R02	Add a spatial location to a digital image	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R03	Display an uploaded digital image	Shall Have	Core	1	
F08	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R04	Annotate an uploaded digital image	Should Have	Core	1	
F08	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R05	Import embedded metadata for images (e.g. standard EXIF, IPTC-IIM and XMP)	Should Have	Core	1	
F08, F16	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R06	Query and report on imported image embedded metadata (e.g.: EXIF, IPTC-IIM and XMP).	Should Have	Core	1	
F08, F16	Artefact Management	F08.HLBR03	Manage digital images	F08.HLBR03.R07	Input, display, update, hide and delete configured views for images (e.g.: preset views of images that allow variations)	Shall Have	Core	1	
F08, F15	Artefact Management	F08.HLBR04	Manage videos	F08.HLBR04.R01	Add a spatial location to a video / audio file (e.g.: add x,y coordinate)	Shall Have	Core	1	
F08, F15	Artefact Management	F08.HLBR04	Manage videos	F08.HLBR04.R02	Access a geo-referenced video / audio library via a map-based interface	Shall Have	Core	1	

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F08	Artefact Management	F08.HLBR04	Manage videos	F08.HLBR04.R03	Display a video / audio artefact	Shall Have	Core	1	s.21
F08, F17	Artefact Management	F08.HLBR06	Configure a categorization and classification structure	F08.HLBR06.R01	Input, display, update, and delete a classification structure template for artefacts that includes one or more levels of categories <authorized user> (e.g. certain categories are available for internal resources only, others are for public consumption)	Shall Have	Core	1	
F08, F17	Artefact Management	F08.HLBR06	Configure a categorization and classification structure	F08.HLBR06.R02	Notify users that artefact does not adhere to standards and conventions under / within the classification structure	Should Have	Core	1	
F11, F16	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R03	Run reports on status of contract	Shall Have	Core	2A	
F11, F14, F17	Project Contract Tracking	F11.HLBR01	Track project contract information	F11.HLBR01.R08	Auto-set a status to a contract based on configured criteria (e.g. Contract is set to expire based on expiry dates entered) <Authorized User>	Won't Have	Core	2A	
F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R01	Input, display, update, hide, delete spatial location via the system interface (e.g. assignment of xy coordinate location to projects, artefacts and other system entities). <Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R03	Input, display, update, hide, delete spatial information (e.g. lines and polygons) via the system interface (in-application on screen digitization).<Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R04	Import, display, hide spatial data and spatially enabled information. This includes alignment of data to projections and datums perscribed by the Ministry and Provincial Government. Must support at a minimum the following: a) The most recent OGC compliant web based mapping services for contextual or referential geospatial information (e.g., topography, hydrography, imagery, road network) b) Ministry, provincial and federal sources (e.g., provincial and federal administrative boundaries, operational boundaries) <Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R05	Import, display, hide, spatial data and spatially enabled information with retention of original source precision for all imported geometries. This includes alignment of data to projections and datums perscribed by the Ministry and Provincial Government. <Authorized User> Must support at a minimum the following formats: - Vector based: Shapefiles, DXF (e.g.: Civil3D), DGN	Shall Have	Core	2B	

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F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R02	Display embedded metadata (where applicable) for spatial enabled information	Should Have	Core	2B	s.21
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R01	Configure default map views <Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R02	Configure default layers within the map view (e.g. roads, topography, satellite projects) <Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R03	Configure default basemaps including those from 3rd party sources (e.g., Google, OpenStreetMap, Bing) and internal sources (DataBC) <Authorized User>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R04	Configure Default layers that are displayed and hidden (e.g. layers that are toggled on and off) <Authorized User>	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R05	Configure default layer groupings (e.g. basemap sets, external data sets, artefact sets) <authorized users>	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R06	Configure Default visual settings (cartography) Visual settings include but are not limited to: - Point symbology - Color - Text (e.g. Toggle on and off of labels, attributes used as labels, size, fonts)	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R10	Configure Default visual settings (cartography). Visual settings include but are not limited to: - Line thickness and styling - Polygon fills - Opacity (Transparency)	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R07	Configure default units of measure (e.g. area, length) and coordinates (e.g. lat/long, degrees, minutes, seconds) <Authorized users>	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R08	Configure default map views at various scales (e.g. projects will be represented by a dot when zoomed out and by polygons when zoomed in <Authorized User>	Could Have	Core	2B	

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F15	Interactive Mapping	F15.HLBR02	Configure default map view (layers and base maps)	F15.HLBR02.R09	Configure Default user interface settings <Authorized User>, e.g.: - Diplay coordinates - Display specific attribute information - Highlight geometry in context to search or selection result - Interface and control design layout	Shall Have	Core	2B	s.21
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R01	Input, display, update, hide and delete a personalized map view and its settings (e.g., zoom level, default centre position, displayed map layers)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R02	Restore default map view settings from personalized to system default (e.g., zoom level, default centre position, displayed map layers)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R03	Personalize user interface settings, e.g.: - Display specific attribute information (e.g. coordinates) - Highlight geometry in context to search or selection result to layer segment - Interface and control design layout	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R04	Display and hide layers within a map view (e.g. toggle on and off layers)	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R05	Personalize layer groupings (e.g. basemap sets, external data sets, artefact sets)	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R06	Personalize layer visual settings (cartography) including but not limited to: - Point symbology - Color - Text (e.g. Toggle on and off of labels, attributes used as labels, size, fonts)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R12	Personalize layer visual settings (cartography) including but not limited to: - Line thickness and styling - Polygon fills - Opacity (Transparency)	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R07	Personalize units of measure (e.g. area, length) and coordinates (e.g. lat/long, degrees, minutes, seconds)	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R08	Personalize map views at various scales (e.g. projects will be represented by a dot when zoomed out and by polygons when zoomed in	Could Have	Core	2B	

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F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R09	Personalize layers and associated attribute information <authorized users>. This includes but is not limited to: a) Geometry data - Point data (e.g. Point of Interest) - Polygon data (e.g. Project Area) - Line data (e.g. Road Segment or proposed road alignment) b) Associated attribute information - User entered attributes (e.g., project number, project name, status) - System generated attributes (e.g., coordinates, area, length and elevation)	Should Have	Core	2B	s.21
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R10	Activate a draft layer for sharing, and collaboration <Authorized User>	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR03	Create a personalized map view	F15.HLBR03.R11	Markup map views which includes creation of graphics for cartographic purposes (points, lines, polygons and text)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR04	Associate an artefact with a spatial object	F15.HLBR04.R01	View and access a listing of artefacts associated with a layer or layer record (e.g. list artefacts associated with a project)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR04	Associate an artefact with a spatial object	F15.HLBR04.R02	Filter the display of associated artefacts from a listing	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR05	Display spatial attribute data	F15.HLBR05.R01	Display layer attribute information. This includes but is not limited to a) all attribute data associated with a layer b) specific attribute data through clicking on a layer segment graphically in a map view c) attribute data based on a query result	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR05	Display spatial attribute data	F15.HLBR05.R02	Personalize display of attribute information	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR06	Search spatial data	F15.HLBR06.R01	Filter layer records by attribute (e.g. query and filter records to only show specific project numbers)	Shall Have	Core	2B	

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F15	Interactive Mapping	F15.HLBR06	Search spatial data	F15.HLBR06.R02	Search data by attribute or geographic criteria including spatial relationships, including but not limited to: - Spatial objects which intersect, overlap or are contained within a selected spatial feature - Spatial objects which intersect, overlap or are contained within a user delineated (freeform drawn or buffered) area (e.g. electoral district, regional district, MoTI region, MoTI district, federal electoral district)	Could Have	Core	2B	s.21
F15	Interactive Mapping	F15.HLBR07	Analyze spatial data	F15.HLBR07.R01	Export results of spatial selections and filtering to perform further analyses (e.g. select all projects which intersect a first nations reserve and have a status of "Active" to identify stakeholders for engagement) Export formats would include imagery (JPEG, PNG) and spatial formats (e.g. Shapefile)	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR07	Analyze spatial data	F15.HLBR07.R02	Calculate and display results based on spatial data. This includes but is not limited to: a) measuring the distance between two points b) measuring the length of a line shape comprised of multiple vertices. c) measuring the area of a polygon. d) calculating the length of a line within a selected polygon. e) calculating the area of overlap between two polygons.	Could Have	Core	2B	
F15	Interactive Mapping	F15.HLBR08	Output spatial data	F15.HLBR08.R01	Export spatial information (related to projects) to a variety of tabular formats. Must support at a minimum the following formats: a) Tabular data: Excel or CSV format b) Reports: PDF, Word or TXT format	Shall Have	Core	2B	
F15	Interactive Mapping	F15.HLBR08	Output spatial data	F15.HLBR08.R02	Publish live links to interactive maps prefiltered to spatial information and related attributes	Could Have	Core	2B	
F15, F16	Interactive Mapping	F15.HLBR08	Output spatial data	F15.HLBR08.R04	Configure report templates for spatial data attribute information <authorized users>	Should Have	Core	2B	
F17, F08	Solution Configurability	F17.HLBR03	Configure project templates by type	F17.HLBR03.R04	Configure mandatory and optional metadeta tags for project artefacts <authorized user>	Should Have	Core	1	
F17, F09, F11	Solution Configurability	F17.HLBR09	Configure data entry forms	F17.HLBR09.R02 F09.HLBR01.R03 F11.HLBR01.R26	Configure data attributes, e.g.: - Interested Parties information - Contract information (type, subtype) - Project lifecycle <authorized user>	Shall Have	Core	1	

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F17, F08	Solution Configurability	F17.HLBR17	Configure a categorization and classification structure	F08.HLBR02.R13 F17.HLBR17.R01	Configure retention values for project information and artefacts to adhere to governement audit and retention policies (e.g. inactive project designation) <authorized user>	Could Have	Core	1	s.21
F18	User Support	F18.HLBR01	Access user community resources	F18.HLBR01.R01	Input, display, update, hide and archive internal community of practice pages	Shall Have	Core	2A	
F18	User Support	F18.HLBR01	Access user community resources	F18.HLBR01.R03	Associate/dissociate documents including job aids, frequently asked questions and tools with system modules and roles, for ease of contextual Help display	Shall Have	Core	2A	
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R01	Display self-serve (end-user accessible) support options including online user guides	Shall Have	Core	2A	
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R02	Display self-serve (end-user accessible) support options including offline user guides	Could Have	Core	2A	
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R03	Display self-serve (end-user accessible) support options including context sensitive links to MOTI policy and procedures manuals)	Shall Have	Core	2A	
F18, F16	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R04	Search the information under Help section using a universal search approach - Search within entire catalogue and within the actual content itself	Shall Have	Core	2A	
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R05	Display context sensitve support options, e.g.: - Context sensitive pop-up help tips or definitions at entity or attribute levels - Auto-display relevant text to help user fill out fields - Display visual indicators of system required fields - Warn of public facing / sensitive information	Shall Have	Core	2A	
F18, F17	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R06	Personalize help settings - Turn on/off context Sensitive Pop up help text/tips - Turn on/ off auto display of relevant text	Should Have	Core	2A	
F18, F17	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R07	Configure help settings <authorized user> - Turn on/off context Sensitive Pop up help text/tips - Turn on/ off auto display of relevant text - Configure help settings by user role	Shall Have	Core	2A	
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R08	Input, update and archive help content without requiring a new version of software to be installed by authorized users	Shall Have	Core	2A	

IPS Cross Area Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to most/all business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R09	Print help instructions via standard printer sizes (letter)	Shall Have	Core	2A	s.21
F18	User Support	F18.HLBR02	Access self-serve support resources	F18.HLBR02.R10	Display help while allowing view and navigation of system	Shall Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R01	Display training videos on a central repository for the solution as impemented (including Ministry-specific configurations)	Should Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R03	Display training materials in a modular fashion	Shall Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R04	Update training support materials <Authorized User> - Quick reference guides / job aids - FAQs - Software updates and Issue Bulletins	Should Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R05	Display instructor led live training sessions upon implementation of the solution - uses infrastructure supported by BC Government - covers low / non customized areas of the system	Shall Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R06	Display instructor led out-of-the-box training delivery support materials upon implementation of the solution AND upon release of any major updates including - editable training documents including trainer guides, training materials and tests. - covers low / non customized areas of the system	Shall Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R07	Display instructor led '**customized solution component**' training delivery support materials upon implementation of the solution AND upon release of any major updates including - editable training documents including end user guides, job aids and documentation, trainer guides, training materials and tests. - training materials must be adapted to include any solution configurations or customizations.	Shall Have	Core	2A	
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R08	Display online self-directed out-of-the-box training that: ~~is~~ - uses infrastructure supported by BC Government (e.g. LiveMeeting, Adobe Captivate) - covers low / non customized areas of the system	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R09	Display online self-directed **customized solution component** training that: ~~is~~ - uses infrastructure supported by BC Government (e.g. LiveMeeting, Adobe Captivate) - covers customized areas of the system	Shall Have	Core	2A	s.21
F18	User Support	F18.HLBR03	Access training tools	F18.HLBR03.R10	Update non-production environment(s) with production-like data on a recurring basis. When desired by the Ministry, ensure all sensitive and/or private data is removed, depersonalized or de-identified as defined by the Government of British Columbia's IM/IT Standards (https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures). Specific policies regarding sensitive / private information include Database Security Standard items 11 and 21 (https://www2.gov.bc.ca/assets/gov/british-columbians-our-governments/services-policies-for-government/policies-procedures/it-policies/database_security_standards_for_information_protection_-_2018-04_version_1.pdf) and Information Security Standard section 1.4 https://www2.gov.bc.ca/assets/gov/government/services-for-government-and-broader-public-sector/information-technology-services/standards-files/01_-_information_security_standard_v20.pdf)	Shall Have	Core	2A	
F18	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R01	Display release documentation, IT support Guides and helpdesk resources	Should Have	Core	2A	
F18	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R02	Display vendor technical support through a variety of mediums, e.g.: - Phone - Email - Web Submittal Forms - Application based help request form	Should Have	Core	2A	
F18, F17	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R03	Display IT support materials, e.g.: - Helpdesk support materials (including triage support materials) - FAQ guides <authorized user>	Should Have	Core	2A	
F18, F17	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R04	Display guidance on and/or assistance with system maintenance and configuration updates <authorized user>	Should Have	Core	2A	
F18	User Support	F18.HLBR04	Access vendor support	F18.HLBR04.R05	Send system enhancement requests to vendor support	Should Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F10, F17	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R02	Select / deselect project information and classify as communications data that may be shared outside of the Ministry. (e.g., public-friendly description, benefits, images, URLs to non-IPS resources (e.g.: to social media, construction camera data, Tran BC article)) <authorized user>	Shall Have	Core	2A	s.21
F10	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R03	Select / deselect audiences eligible to view the communications data (e.g.: Public; Executive; All Ministry).	Shall Have	Core	2A	
F10,F17	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R04	Configure audience names (e.g.: Public; Executive; All Ministry) <authorized user>	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R01	Display all public project information for a single project from one place (e.g.: a dashboard)	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR02	Track public communication decisions and artefacts	F10.HLBR02.R02	Input, display, update, hide, and delete communications decisions Distinguish by: - Internal / External - Share / Don't Share - Access by user role	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR02	Track public communication decisions and artefacts	F10.HLBR02.R02	Configure values to record communications decisions (as per F10.HLBR02.R02)	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR02	Track public communication decisions and artefacts	F10.HLBR02.R03	Route communications data for review and decisions regarding release to target audience (e.g., news release, ProjectsBC) at appropriate times in project/contract lifecycle	Shall Have	Core	2A	
F10, F14	Project Information Sharing	F10.HLBR02	Track public communication decisions and artefacts	F10.HLBR02.R04	Configure workflow to review communicatons data, escalate and approve and to make decisions regarding release to target audience (e.g., news release, ProjectsBC) at appropriate times in project/contract lifecycle (e.g.: on tender award; prior to the opening of a new asset).	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR01	Manage public project information	F10.HLBR01.R06	Display selected communications data in a Preview screen	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F10	Project Information Sharing	F10.HLBR02	Track public communication decisions and artefacts	F10.HLBR02.R05	Save progress of the communication release through its states	Artefact perspective - Could Have Overarching perspective - Should Have Log based tracking - Shall Have	Core	2A	s.21
F10	Project Information Sharing	F10.HLBR03	Manage public-facing website content	F10.HLBR03.R01	Automatically format images as required for display to external locations/media (e.g.: ProjectsBC, internal MoTI websites, public facing Project websites, reports)	Shall Have (expose data to projects BC, internal MoTI sites, Project sites) Won't Have (other websites)	Core	2A	
F10	Project Information Sharing	F10.HLBR04	Access public project information via public-facing website	F10.HLBR04.R01	Display map-based interface for current, future and historic Ministry projects	Shall Have	Core	2A	
F10, F16	Project Information Sharing	F10.HLBR04	Access public project information via public-facing website	F10.HLBR04.R02	Search for current, future and historic Ministry projects	Shall Have	Core	2A	
F10	Project Information Sharing	F10.HLBR04	Access public project information via public-facing website	F10.HLBR04.R03	Input, display, update, hide, delete, and route feedback and inquiries to Ministry staff	Shall Have	Core	2A	
F10, F14	Project Information Sharing	F10.HLBR04	Access public project information via public-facing website	F10.HLBR04.R04	Configure workflow to route feedback and inquiries received from the public to Ministry staff e.g.: public provides feedback via feedback form on ProjectsBC, which is reviewed by PBC staff, and the routed internally via email to the appropriate group or individual	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F10, F16	Project Information Sharing	F10.HLBR05	Release project data	F10.HLBR05.R01	Export current and historic communications data to the public as reports and/or data sets	Shall Have	Core	2A	s.21
F10	Project Information Sharing	F10.HLBR05	Release project data	F10.HLBR05.R02	Expose and hide communications data to/from other systems (e.g. ProjectBC)	Shall Have	Core	2A	
F12, F16	Project Outcome Measurement	F12.HLBR02	Manage capitalizability index	F12.HLBR02.R05	Run a report on the per-project capitalized and expensed expenditure amounts based on the capitalizability classificiation or capitalizability index value	Shall Have	Core	2A	
F13, F17	Mobile and Offline Access	F13.HLBR01	Configure project outcome measurement elements	F13.HLBR01.R01	Configure which project information and artefacts will display on mobile devices, online or offline <authorized user>	Could Have	Core	2B	
F13	Mobile and Offline Access	F13.HLBR02	Capture data via mobile device online/offline	F13.HLBR02.R01	Input, display, update, hide, project data and upload artefacts on mobile devices while online or offline (e.g., Forecast information, spatial information; video, images)	Should Have (this must not be downgraded to a Could Have)	Core	2B	
F13	Mobile and Offline Access	F13.HLBR05	Access data via mobile device online/offline	F13.HLBR03.R01	Associate/dissociate uploaded data with/from a project	Shall Have	Core	2B	
F13, F17	Mobile and Offline Access	F13.HLBR03	Transition effectively to offline mode	F13.HLBR04.R01	Personalize project information and artefacts for use in offline mode	Should Have (pending determination of performance impacts to having access to all data in offline mode)	Core	2B	
F13	Mobile and Offline Access	F13.HLBR03	Transition effectively to offline mode	F13.HLBR04.R02	Notify user of loss of connectivity to the master environment with a user-friendly message, and indication of the last data saved	Should Have	Core	2B	
F13	Mobile and Offline Access	F13.HLBR03	Transition effectively to offline mode	F13.HLBR04.R03	Transition to offline mode seamlessly (e.g., no need to re-authenticate)	Should Have	Core	2B	
F13	Mobile and Offline Access	F13.HLBR04	Synchronize mobile device data with system	F13.HLBR05.R01	Confirm the synchronization method upon reconnection with the master system and display data captured offline. User to select 'manual' or 'automatic' synchronization	Should Have	Core	2B	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F13	Mobile and Offline Access	F13.HLBR04	Synchronize mobile device data with system	F13.HLBR05.R02	Synchronize data captured offline with the master system	Shall Have	Core	2B	s.21
F13	Mobile and Offline Access	F13.HLBR04	Synchronize mobile device data with system	F13.HLBR05.R03	Notify user of synchronization results. The user is informed whether synchronization was: - successful, or - unsuccessful, or - conditionally successful e.g.: Successful = when synchronization occurs without errors or conflicts of any kind Unsuccessful = when synchronization efforts contravene synchronization rules and one/more records cannot be synchronized Conditionally Successful = when synchronization occurs with warnings (unusual circumstances that may indicate an issue but require user intervention to determine e.g.: upload successful but threat detected -- proceed?)	Shall Have	Core	2B	
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R01	Input, display and update, hide, delete Interested Party details, e.g.: - name (need to check if contact can be listed) - organization - street address(es) - email address(es) - phone number(s) - type (of communcation e.g.: inform only; consultation; one-way; two-way; check the GCPE consultation model) - Electoral Areas (provincial & federal) Municipal - Ministry Region and District	Shall Have	Core	2A	
F09, F17	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R02	Configure fields and values for Interested Party details, as per F09.HLBR01.R01 <authorized user>	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R03	Associate/dissociate an interested party with/from a project	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R04	Display all projects associated with an Interested Party	Shall Have	Core	2A	
F09, F05	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R05	Display all Interested Parties associated with a project	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R06	Display Interested Party details from within projects	Shall Have	Core	2A	s.21
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R07	Display Interested Party details within workflows (e.g., email address to facilitate document routing)	Shall Have	Core	2A	
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R08	Associate /dissociate an interested party with/from externally managed spatial geometries. (E.g.: First nations party with known consultative area boundary - see https://catalogue.data.gov.bc.ca/dataset/first-nation-consultation-contacts-internal-map-application and it's privately available map service, Municipalities with known boundary - see https://catalogue.data.gov.bc.ca/dataset/municipalities-legally-defined-administrative-areas-of-bc)	Should Have	Core	2A	
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R09	Search by interested party details to locate party spatially on map (e.g.: company headquarters, city hall, first nations band office, etc.)	Should Have	Core	2A	
F09	Interested Parties Management	F09.HLBR01	Capture and manage parties' data	F09.HLBR01.R10	Access interested party details and communications while offline	Could Have	Core	2A	
F09	Interested Parties Management	F09.HLBR02	Track project communications with interested parties	F09.HLBR02.R01	Input, display, update, hide and delete information related to project communications such as party name, date of contact, type of engagement (e.g., email, phone), description of communication	Shall Have	Core	2A	
F09	Interested Parties Management	F09.HLBR02	Track project communications with interested parties	F09.HLBR02.R02	Input, display, update, hide, and delete reminders for planned communications using fields such as: - appointment title/label - appointment date - appointment time - appointment notes - appointment warning	Should Have	Core	2A	
F09, F17	Interested Parties Management	F09.HLBR01	Track project communications with interested parties	F09.HLBR02.R03	Configure Reminder fields and values for Interested Party details, as per F09.HLBR02.R02 <authorized user>	Should Have	Core	2A	
F09, F08	Interested Parties Management	F09.HLBR03	Associate artefacts involving interested parties with a project	F09.HLBR03.R01	Associate/dissociate an artefact sent by / received from one or more interested parties with/from a project	Should Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F09, F16	Interested Parties Management	F09.HLBR03	Associate artefacts involving interested parties with a project	F09.HLBR03.R02	Search for artefacts sent by / received from one or more interested parties using multiple criteria (e.g.: within a geographic area or by word search)	Should Have	Core	2A	s.21
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R01	Input, display, update, hide, delete a query using one or more fields and all information available in the solution. By default, a query will not return hidden data	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R02	Indicate whether a query will return hidden data	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R03	Associate/dissociate a query with/from roles	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R04	Run query and display results within the contraints of the user's data access as constrained by their assigned role(s) e.g.: - Contractor's queries return only data that matches the query parameters AND that is related to the projects to which they (the contractor) is assigned - Display report audit data, e.g.: - user - run date and time - run parameters - report location <authorized user> - Display existing reports and related data (e.g.: attributes and subscriptions) <authorized user>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R17	Running a query must preserve solution performance and not result in a degredation of solution performance. See *Considerations* for performance requirements.	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R18	Group and filter query results	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R19	Display query results based on fuzzy logic (i.e.: non-exact match). E.g.: return results based on a misspelled keyword	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R20	Query information from across the entire system (e.g. under Help section) using a universal query approach. Information under various locations, curtailed to appropriate context (e.g.: current module from within which the query was launched). Note: there is no expectation that the query would search within the content of artefacts referenced within the system (e.g. words within a PDF document)	Could Have	Core	1	s.21
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R05	Save a query as a template	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R06	Save a report as a report template	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R07	Input, display, update, hide, delete data (e.g.: KPI's) using a variety of graphical and/or at-a-glance formats (e.g.: Overdue Projects By Overage Amount listing in a dashboard)	Should Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design query & reports	F16.HLBR01.R08	Input, display, update, hide, delete a core business report, including standard components (e.g.: header, footer, logo, font, and run date/time stamp) and data retrieval (e.g.: query and build the data/field list(s), via information exchanges, define entity relationships, input data/field order, define calculations). The input can be ad-hoc, or created from a template <authorized users>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R09	Configure standard report components, e.g.: - header - footer - logo - font - run date/time stamp <authorized users> This standard applies to both core business and personalized reports. **Default financial data display**: - negative dollar values and percentage values are expressed in red text with parentheses and without the negative sign; - positive and zero dollar values are expressed in black text without parentheses and without the positive sign	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F16, F17	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R10	Associate/dissociate reports with/from roles <authorized user>	Shall Have	Core	1	s.21
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R11	Save a report as a report template	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R12	Input, display, update, hide, delete a report template, including standard components (e.g.: header, footer, logo, font, and run date/time stamp) and data retrieval (e.g.: query and build the data/field list(s), via information exchanges, define entity relationships, input data/field order, define calculations). The input can be ad-hoc, or created from a report instance	Shall Have	Core	1	
F16, F17	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R13	Associate/dissociate a report template with/from roles <authorized user>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R14	Group core business reports by one or more categories (e.g.: by Chart of Accounts rollup values, program, project, district, region, province, date range) <authorized users only>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R15	Configure core business report categories (e.g.: by Chart of Accounts rollup values, program, project, district, region, province, date range) <authorized users only>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR01	Design queries & reports	F16.HLBR01.R16	Run a report according to the configured report attributes	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR02	Configure report attributes	F16.HLBR02.R01	Input, display, update, hide, delete attributes for a new or existing report. E.g.: a) generation frequency (daily / weekly / quarterly / monthly / day(s) of month / on-demand) b) generation trigger (manual / on-schedule / on-workflow) c) target display method(s) (email list / dashboard frame / file / published to website)	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR02	Configure report attributes	F16.HLBR02.R02	Configure attributes available to select for a report <Authorized users>. E.g.: a) generation frequency (daily / weekly / quarterly / monthly / day(s) of month / on-demand) b) generation trigger (manual / on-schedule / on-workflow) c) target display method(s) (email list / dashboard frame / file / published to website)	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F16	Interactive Query and Reporting Tool	F16.HLBR03	Personalize reports	F16.HLBR03.R01	Input, display, update, hide, delete a personalized report, including standard components (e.g.: header, footer, logo, font, and run date/time stamp) and data retrieval (e.g.: query and build the data/field list(s), via information exchanges, define entity relationships, input data/field order, define calculations). The input can be ad-hoc, or created from a template	Shall Have	Core	1	s.21
F16	Interactive Query and Reporting Tool	F16.HLBR03	Personalize reports	F16.HLBR03.R02	Save a core business report as a personalized report	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR03	Personalize reports	F16.HLBR03.R03	Personalize the report display method (e.g.: within the tool's native environment, straight to PDF, straight to excel). The default display method is 'within the tool's native environment'	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR03	Personalize reports	F16.HLBR03.R04	Group personalized reports by one or more categories	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR03	Personalize reports	F16.HLBR03.R05	Configure personalized report categories (e.g.: by Chart of Accounts rollup values, program, project, district, region, province, date range) <authorized users only>	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR04	Manage query and report access	F16.HLBR04.R01	Share a query or report enabling other users or groups to view or run it	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR05	Bulk update data	F16.HLBR05.R01	Input, update, delete data across a results set returned by a search/query to alleviate data management effort for users <authorized users> e.g.: PM reassignment across multiple projects; rollout of a new WBS across classifications	Could Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR05	Bulk update data	F16.HLBR05.R02	Undo the last number of modifications made in F16.HLBR06.R01 <authorized users>	Could Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR05	Bulk update data	F16.HLBR05.R03	Configure the maximum number of undo's that will be supported by the system <authorized users>	Could Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR06	Export to external file format(s)	F16.HLBR06.R01	Export query and report results to external formats (e.g.: Excel, PDF)	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR06	Export to external file format(s)	F16.HLBR06.R02	Export data tables within screens to external formats (e.g.: Excel, PDF)	Shall Have	Core	1	

IPS Cross Area Detailed Business Requirements

The table below outlines the detailed business requirements (DBRs)specific to most/all business areas, covering requirements in feature sets for the IPS Solution

Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F16	Interactive Query and Reporting Tool	F16.HLBR06	Export to external file format(s)	F16.HLBR06.R03	Export one or more entity or data fields to external formats (e.g.: Excel, PDF)	Shall Have	Core	1	s.21
F16	Interactive Query and Reporting Tool	F16.HLBR06	Export to external file format(s)	F16.HLBR06.R04	Export one or more entity or data fields to a live-link format (e.g.: Excel)	Could Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR07	Report on historic data	F16.HLBR07.R01	Display historic data, including data that has been consolidated according to data retention policies and/or business rules	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR07	Report on historic data	F16.HLBR07.R02	Indicate differences between consolidated historic data and detailed current data	Shall Have	Core	1	
F16	Interactive Query and Reporting Tool	F16.HLBR07	Report on historic data	F16.HLBR07.R03	Display point-in-time reporting for specific data values	Shall Have	Core	1	
F14	Workflow Management	F14.HLBR01	Configure workflow	F14.HLBR01.R01	Configure workflow, e.g.: - the item to be routed (i.e.: artefact or deliverable); - one or more reviewers; - zero or more approvers; - any escalation points; and - dependencies of the workflow (i.e.: within a multi-workflow sequence)	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR01	Configure workflow	F14.HLBR01.R02	Display list of users already in the workflow role during role configuration	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR02	Execute workflow	F14.HLBR02.R01	Activate a workflow and route to the appropriate reviewers and/or approvers for next step(s) based on business rules (e.g., project size/type, previous decisions), including assignment of due dates to zero or more reviewers/approvers	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR02	Execute workflow	F14.HLBR02.R02	Input additional reviewers or approvers to an in flight workflow, including assignment of due dates to zero or more reviewers/approvers	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR02	Execute workflow	F14.HLBR02.R03	Allow two or more workflows to execute simultaneously, except where prohibited by dependencies (e.g. two PFA approval processes executed in parallel for different projects)	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR03	Review and approve electronically	F14.HLBR03.R01	Display results for each step in the workflow (per reviewer/approver)	Shall Have	Core	2A	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F14	Workflow Management	F14.HLBR03	Review and approve electronically	F14.HLBR03.R03	Sign documents with electronic signature (i.e.: external and internal approvals)	Could Have	Core	2A	s.21
F14	Workflow Management	F14.HLBR03	Review and approve electronically	F14.HLBR03.R04	Input digital approval (i.e.: internal approvals only)	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR04	Manage activity to do list	F14.HLBR04.R02	Display assigned activities by relevant attributes e.g.: due date, priority, days overdue, user type (e.g.: by requesting user; by assigned user)	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR04	Manage activity to do list	F14.HLBR04.R03	Update assigned activities from within the Activities list view	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR04	Manage activity to do list	F14.HLBR04.R05	Update pending requests from within the Pending Requests list view	Should Have	Core	2A	
F14	Workflow Management	F14.HLBR05	Notify users of workflow events	F14.HLBR05.R01	Display notifications by user e.g.: All workflow items a user has received or sent, with their current status	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR04	Notify users of workflow events	F14.HLBR05.R02	Update notifications from within the Notifications list view	Shall Have	Core	2A	
F14	Workflow Management	F14.HLBR05	Notify users of workflow events	F14.HLBR05.R03	Notify users based on workflow events they initiated or expressed an interest in (e.g.: notify assigned user of overdue activities, notify PM of approved PFA, notify communications staff of upcoming project milestones)	Shall Have	Core	2A	
F03, F08	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R01	Associate/dissociate monthly monitoring meeting comments with/from a project and/or investment plan	Shall Have	Core	1	
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R04	Notify affected assigned project managers on approval of an investment plan version, e.g.: - affected projects and variances between different fiscal targets, and - forecast adjustments entered at the IP level	Could Have	Core	1	
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR05	Maintain and monitor investment plan	F03.HLBR05.R09	Route project comments to one or more individuals (e.g., project manager, regional manager), either in response to a user-driven action or a set of criteria being met	Could Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR05	Maintain and monitor investment plan	F05.HLBR05.R14	Activate PFA approval workflow, and route through to completion	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F03, F08	Investment Plan and Budget Monitoring	F03.HLBR06	Approve and monitor projects within the investment plan	F03.HLBR06.R01	Associate/dissociate artefacts (e.g.: capital project funding requests, briefing notes, funding decisions, project funding agreement (PFA) versions, PFA approvals, and URLs to artefacts held in non-IPS repositories) with/from a project within an investment plan	Shall Have	Core	1	s.21
F03, F14	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R01	Activate investment plan status report approval workflow	Shall Have	Core	1	
F03, F16	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R02	Publish an investment plan status report	Could Have	Core	1	
F03, F16	Investment Plan and Budget Monitoring	F03.HLBR07	Report monthly investment plan status	F03.HLBR07.R03	Display variance and amendment reports for comparing project and investment plan budget amounts against forecasted amounts	Shall Have	Core	1	
F03, F06, F16	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R03	Run a report on variances between A/R invoiced amounts (recovery invoices) and actual A/P expenditures~~, for sharing with the Treasury Board~~	Shall Have	Core	1	
F03, F06, F16	Investment Plan and Budget Monitoring	F03.HLBR10	Process investment plan recoveries from funding source	F03.HLBR10.R04	Run a report on differences between recovery invoice to the funding body/program and relevant investment plan expenditures~~, for sharing with the Treasury Board~~	Shall Have	Core	1	
F04, F16	Portfolio Management	F04.HLBR02	Track and monitor multiple projects	F04.HLBR02.R06	Run a report on aggregated project information for all projects in a portfolio (e.g.: total budget, total work-to-date, obligations, planned future expenditures, carry over)	Shall Have	Core	1	
F04, F05, F16	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R08 F05.HLBR07.R01	Input, display, update a project status report: - for a single project - showing all projects within the portfolio	Shall Have	Core	1	
F04, F05, F16, F17	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R09 F05.HLBR07.R02	Configure, display, update the project status report template <authorized users>	Shall Have	Core	1	
F04, F05, F16	Portfolio Management Capital Project Lifecycle Management	F04.HLBR02 F05.HLBR07	Track and monitor multiple projects Manage project status report	F04.HLBR02.R10 F05.HLBR07.R05	Display only the Project Summary Report fields for one or more Published project status reports and expose to an internal MOTI website (e.g.: for Executives)	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F05, F10	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R01 F10.HLBR01.R01	Input, display, update and hide project information throughout a project's lifecycle (e.g., project description, electoral district expenditure spread, spatial data, related structures, program element, communications data, target milestones, actual milestones). See F03.HLBR01.R01 for specific project fields	Shall Have	Core	1	s.21
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R09	Display a list of project artefacts associated with a project throughout its lifecycle	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R10	Display a list of project artefacts associated with a project throughout its lifecycle, filtered by project state (e.g., unfunded, pre-project development, capital)	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR02	Track a project throughout its lifecycle	F05.HLBR02.R11	Display artefact contents by selecting an artefact from an artefact list	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR05	Manage project schedule	F05.HLBR05.R04	Associate/dissociate an externally-created project schedule or a URL to artefacts held in non-IPS repositories (e.g.: from MS Project, Excel, or PDF) with/from a project as an artefact	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR06	Manage project funding agreement (PFA)	F05.HLBR06.R05	Activate a PFA review and approval workflow	Shall Have	Core	1	
F05, F14, F16	Capital Project Lifecycle Management	F05.HLBR07	Manage project status report	F05.HLBR07.R01	Activate a Status Report Review and Publish workflow, when report preparation has been delegated	Could Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR07	Manage project status report	F05.HLBR07.R02	Update the status of a project status report from Draft to Publish	Shall Have	Core	1	
F05, F08	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R01	Set project data and related IPS-held artefacts (e.g.: capital project funding requests, briefing notes, funding decisions, project funding agreement (PFA) versions, PFA approvals, and URLs to artefacts held in non-IPS repositories) to read-only upon project close-out	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R03	Input, display, update, hide a project completion form	Shall Have	Core	1	
F05, F14	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R04	Activate a project completion form approval workflow	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R05	Input, display, update, hide a project close out form	Shall Have	Core	1	

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Feature #	Feature Text	HLBR #	HLBR Text	DBR #	DBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
F05, F14	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R06	Activate a project close out form approval workflow	Shall Have	Core	1	s.21
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R08	Publish the approved project completion form	Shall Have	Core	1	
F05, F16	Capital Project Lifecycle Management	F05.HLBR08	Closeout a project	F05.HLBR08.R09	Publish the approved project Close out form	Shall Have	Core	1	
F15	Interactive Mapping	F15.HLBR01	Reference and/or import spatial data from other sources	F15.HLBR01.R03	Import, display, hide, spatial data (including metadata). Must support at a minimum the following formats: - Raster based: Digital Elevation Models, Orthophotos **Additional Evaluation Criteria may include but is not limited to:** Ability to import, display, hide the following formats: LIDAR (LAS, XYZ, and ECW)	Should Have	Core	2B	
F15	Interactive Mapping	F15.HLBR05	Display spatial attribute data	F15.HLBR05.R03	Display layer attribute information **based on a spatial query result (show all projects located within a specific Electoral District)**	Could Have	Core	2B	

IPS General Business Requirements

The table below outlines the General Business Requirements ("GBRs") that provide context for the DBRs, and were identified by the IPS Subject Matter Experts ("SMEs") from the Ministry's Information Management Bran

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR01	User Interface	GBR01.HLBR01	View spatial information	GBR01.HLBR01.R03	Adjust the map view extent (e.g. pan, zoom)	Shall Have	Core	2B	s.21
GBR01	User Interface	GBR01.HLBR01	View spatial information	GBR01.HLBR01.R04	Display / hide / adjust opacity on all available map labelling (e.g. Road Names) and graphics displayed in the map view	Should Have	Core	2B	
GBR01	User Interface	GBR01.HLBR02	View Spatial Attribute Information	GBR01.HLBR02.R03	Input/edit/update/delete specific configured attributes (Authorized User) via the map view (e.g. project descriptions, project manager)	Should Have	Core	2B	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R01	Display information in a tabular view	Shall Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R03	Adjust the order of column data displayed	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R04	Adjust the order of row data displayed within a column, e.g. alphabetical order, lowest to highest	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R05	Adjust the extent (width and height) of data cells in a row or column	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R06	Filter layer records by attribute (e.g. query and filter records to only show specific project numbers)	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R07	Adjust the tabular data view (e.g. freeze portions of the view to allow users to see two portions of the data within the same view / screen)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R08	Configure navigation menus with a clear hierarchical structure (with drilldown between category and sub categories included in the menu)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R02	Display the details of one or more selected Projects (s) in a Data View to allow for inline editing. *e.g. Reassigning multiple projects from one project manager to another project manager*	Could Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R15	Input, update, delete displayed data from within a results set returned by a search/query for reporting purposes, without altering the live data accessed by the query (e.g. signifying exception or correct typo for reporting, or expanding of acronyms for readability)	Should Have	Core	1	s.21
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R11	Display tabular data in a variety of graphical formats (e.g. bar charts, pie graphs)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R13	Input, update data via drag and drop functionality (e.g. Select multiple actual transactions for transfer via drag and drop)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R14	Configure the number of results (returned by query) displayed within a view	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R15	Configure drilldown, rollup and summarized (pivot data) views of one or more fields (e.g., project by Executive, projects by Member of Legislative Assembly)	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R16	Configure display of calculated values inline in data view (e.g. detect text changes between versions, identify differences between budgets)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR03	View and manage tabular data	GBR01.HLBR03.R17	Configure conditional formatting options (grid view) for data (e.g. if an aggregated dollar amount is over a threshold or a textual value is within a list of values)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR04	Input and view data	GBR01.HLBR04.R01	Display updates (including those made by other users) to data in real time (e.g. no need for user to hit a 'refresh button' to view updates from other user). Notify users of changes to data immediately	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR04	Input and view data	GBR01.HLBR04.R05	Display relevant error messages and apply business rules while interacting with data view. (e.g. prevent user from proceeding further in the workflow if specified conditions are not met for data entry)	Shall Have	Core	1	
GBR01	User Interface	GBR01.HLBR04	Input and view data	GBR01.HLBR04.R07	Input data values from internal/external sources into the solution data forms via keystroke or mouse operation (e.g. copy and paste values from word documents via CTRL-C and CTRL-V)	Shall Have	Core	1	
GBR01	User Interface	GBR01.HLBR04	Input and view data	GBR01.HLBR04.R08	Display updated calculated values in real time based on changes to related data	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR05	Display data graphs	GBR01.HLBR05.R02	Enable drilldown to full record details from data view (e.g. display underlying data from dashboards and data graphs)	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR06	Adhere to Progressive Enhancement principles	GBR01.HLBR06.R01	Adhere to progressive enhancement principles that emphasizes core webpage content first	Could Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR01	User Interface	GBR01.HLBR06	Adhere to Progressive Enhancement principles	GBR01.HLBR06.R02	Add more nuanced and technically rigorous layers of presentation and features on top of the content as the end user's browser / connection will allow	Could Have	Core	1	s.21
GBR01	User Interface	GBR01.HLBR06	Adhere to Progressive Enhancement principles	GBR01.HLBR06.R03	Resize the application's screens for data entry and navigation based on the end user's platform, browser and connection.	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R09	Display context sensitive messages (e.g. error, warning, information, confirmation, exception and acknowledgement).	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R10	Display messages in a standard format and identify which category of the messages it belongs to (System Error, Information, Warning, etc.). If the same condition is encountered on different screens, display consistent message content. Messages should have adequate information for different audiences (e.g. adequate info for technical support).	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R11	Warn users without needlessly impeding system interaction (e.g. if a message is displayed, the user, wherever possible, should not be required to click OK in order to proceed and/or to select the next function.)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR07	Execute Universal Query	GBR01.HLBR07.R06	Query information within the content of artefacts referenced within the solution (e.g. words within a PDF document).	Could Have	Core	2A	
GBR01	User Interface	GBR01.HLBR08	Auto complete data fields	GBR01.HLBR08.R01	Auto-Complete, or filter, input fields as user types to quickly select from a pre-populated list of values, leveraging searching and filtering. E.g. entering an address, as the user starts typing in the street type drop-down, the list of values will filter down.	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR10	Perform Data Validation	GBR01.HLBR10.R02	Validate user data entered into the application according to configured validation rules (e.g. entering of dates that are outside of configured business hours of operations) Example Scenario Data validation is the process of ensuring that the solution operates on clean, correct and useful data. It uses routines, often called "validation rules" "validation constraints" or "check routines", that check for correctness, meaningfulness, and security of data that are input to the system.	Shall Have	Core	1	
GBR01	User Interface	GBR01.HLBR10	Perform Data Validation	GBR01.HLBR10.R03	Validate data uploaded into the system from external sources (e.g. integrations, artefact uploads, and offline data synchronization) according to business rules and threat detection (e.g. malware, spyware, and viruses) and display context sensitive messages (e.g. notify that a record that has a invalid entry due to configuration changes) according to configured validation rules and threat detection results	Shall Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R08	Configure corporate dashboards in which a user can personalize the components and information displayed <authorized users only> (e.g. i. Choosing the components displayed (e.g. data graphs, data tables, etc.); ii. Rearranging the order of components; iii. Active tasks requiring attention (e.g. assigned activites, pending requests and notifications) for logged in user; iv. Setting the refresh frequency for components;	Should Have	Core	2A	s.21
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R09	Save personalizations to dashboard view as the default view	Could Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R10	Share personalized views with other users	Could Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R11	Configure personalization limitations for dashboards. (e.g. which corporate section of dashboard can be hidden or relocated, and which additional grid views or conditional formatting options are available for inclusion)	Should Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R02	Configure personalized quick access shortcut (e.g. bookmark/hyperlink) to content e.g.: reports, point-in-time report snapshots, specific system modules, other functional areas	Should Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R03	Input, Display, Update, Hide, Delete personalized quick access shortcut	Should Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R05	Configure application notifications on a per user basis that have been configured as suppressable by an authorized user	Could Have	Core	2A	
GBR01	User Interface	GBR01.HLBR14	Personalize solution	GBR01.HLBR14.R06	Display suppressable notification using a unique iconography or visual treatment to distinguish from non-supressable notifications	Could Have	Core	2A	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R04	Notify user(s) who are not logged onto the system (via a mechanism external to the system) based on configured criteria (e.g. deliverable needing approval)	Shall Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R05	Input, display, update, hide, and delete global activites (including notifications and alerts) based on policy rules (e.g. reminders for interested party engagement, contract timing and draw down percentages) <authorized users>	Should Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R06	Input, display, update, hide, and delete scheduled personalized activites (including notifications, reminders and alerts not predicated on information regarding project, interested parties, etc)	Could Have	Core	1	
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R07	Personalize notification delivery options e.g.: type of correspondence (email, text) and frequency (immediate, daily and weekly)	Should Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR01	User Interface	GBR01.HLBR15	Notify Users	GBR01.HLBR15.R08	Display global mandatory and supressable notifications (e.g. warnings, errors, reminders) per configured settings.	Should Have	Core	1	s.21
GBR01	User Interface	GBR01.HLBR16	Deliver solution	GBR01.HLBR16.R01	Deliver solution primarily as a progressive web application. Alternate delivery options will only be considered with accompanying justification	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR01	Authenticate Users	GBR02.HLBR01.R01	Authenticate users to multiple government directories (e.g. IDIR, BCeID) through prescribed implementation methods Web Applications - The Province's Common Logon Pages (CLP) for single sign-on user authentication via a federated SSO Identity (LDAP and Active Directory), standard protocols (OpenID Connect, OAuth 2.0 and SAML 2.0) for Web.	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R02	Record data field changes (including timestamp, user(s) and user ID/service accounts(s)/interface(s) that made the change, and original vs. new value at the database level (e.g. Save a history of project personnel resources assigned to a project, retain previous scope information so point in time versions can be referenced). This includes logging of changes to application and directly to database (e.g. recording all user account, role changes, or permission changes made by the system administrator (tracked through an audit trail)). Auditing function will have more details than historic perspective.	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R03	Record artefact, template and deliverable versions including timestamp, user who had saved each version, and display metadata differences between any 2 user-selected versions <Authorized Users> (e.g. PFA versions) This includes the display a list of all versions of an artefact, template or deliverable.	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R05	Record user actions (input, update, delete, run) specific to solution areas e.g.: reports, queries, system modules, and artefacts. E.g. record user updates to specific records. Examples of data captured include - report/query/artefact user, - report/query run data and time, - report/query parameters, - report/query/artefact location	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R06	Record user actions (display, hide) specific to solution areas e.g.: reports, queries, system modules, and artefacts. E.g. record user viewing of records that are of sensitive nature.	Could Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	GBR #	GBR Text	MoSCoW	Stakeholder	Phase	Contractor Response
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R06	Record user actions (display, hide) specific to solution areas e.g.: reports, queries, system modules, and artefacts. E.g. record user viewing of records that are of sensitive nature.	Could Have	Core	1	s.21
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R07	Auto-Export information from the solution for audit log purposes (if SaaS)	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR12	Support system and user audits	GBR02.HLBR12.R08	Retain audit logs in adherence to Ministry policy	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR13	Manage System Roles	GBR02.HLBR13.R02	Associate/dissociate roles with/from security settings at the object level (e.g. table, view, index).	Shall Have	Core	1	
GBR02	System Access	GBR02.HLBR13	Manage System Roles	GBR02.HLBR13.R03	Associate/dissociate roles with/from security settings at the row and column level.	Shall Have	Core	1	
GBR03	Information Exchange	GBR03.HLBR01	Information Exchange	GBR03.HLBR01.R01	Support internal and external information exchange	Shall Have	Core	1	

IPS Considerations

The table below outlines the Considerations ("CONs") that are additional high-level requirements that provide context for the DBRs, and were identified by the IPS Subject Matter Experts ("SMEs") from the Ministry's Inforr

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON01	Response Time	CON01.HLBR01	Execute events in a timely manner	CON01.HLBR01.R02	Save data (by a user) in less than 2 seconds for 95% of cases. To be achieved in all client side environments (e.g desktop, mobile, etc.), regardless of concurrent usage or processing events.	Shall Have	Core	1	s.21
CON01	Response Time	CON01.HLBR01	Execute events in a timely manner	CON01.HLBR01.R04	Display simple query (e.g. non-open ended query / reports) results in less than 2 seconds for 95% of cases. To be achieved in all client side environments (e.g desktop, mobile, etc.), regardless of concurrent usage or processing events.	Shall Have	Core	1	
CON01	Response Time	CON01.HLBR01	Execute events in a timely manner	CON01.HLBR01.R06	Display complex query (e.g. broad data set queries involving complex data relationships) results in less than 10 seconds for 80% of cases. To be achieved in all client side environments (e.g desktop, mobile, etc.), regardless of concurrent usage or processing events.	Shall Have	Core	1	
CON01	Response Time	CON01.HLBR01	Execute events in a timely manner	CON01.HLBR01.R05	Display map screens in 3 seconds or less for 95% of cases. To be achieved in all client side environments (e.g desktop, mobile, etc.), regardless of concurrent usage or processing events.	Shall Have	Core	1	
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R01	Preserve application availability of 98.3% uptime (i.e. scheduled and unscheduled downtime is not more than cumulative 12 hours per month)	Shall Have	Core	1	
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R02	Preserve application availability of 99.5% during core business hours (7:00 am to 5:00 pm PT Monday through Friday), (i.e. scheduled and unscheduled downtime is not more than cumulative 1 hour per month)	Shall Have	Core	1	
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R03	Adhere to Ministry Release Management processes and schedules (i.e. provide adequate lead times and standby support during Ministry approved change windows (e.g. Off-hours, seasonal low business periods).	Shall Have	Core	1	
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R04	Preserve continued functionality within the application (outside of areas of direct impact) when integrated external systems are themselves unreachable. Application functionality must degrade gracefully (e.g. when external API is unreachable, the application then system must have the ability to store and forward to external API when it becomes available).	Shall Have	Core	1	
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R05	In the event of disaster, the system should have a. Recovery Time Objective (RTO) of 2 weeks or less b. Recovery Point Objective (RPO) of up to 1 hour	Should Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON02	Availability	CON02.HLBR01	Maintain application availability	CON02.HLBR01.R06	Comply with both an the intra-site disaster recovery design (i.e production server with hot replicated standby) AND the an inter-site disaster recovery design (i.e. production server at one location with hot replicated standby at another location)	Should Have	Core	1	s.21
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R01	Due to the personally identifiable and sensitive nature of data that will be stored in the system, the following outline some of the security standards that the proposed system must be adhered to:	[redacted]	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R02	Comply with OCIO Provincial Standards documentation for: a) The process for the Privacy Impact Assessment (PIA) b) The standard for Information Security Threat and Risk Assessment (STRA)	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R03	Refer to IPS RFP Appendix H Policies and Standards: Items 57 and 58 Preserve storage and access of all information that has been identified as personal information (in transit or at rest) only within Canada as mandated by BC Privacy Legislation	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R06	Refer to IPS RFP Appendix H Policies and Standards: Item 56 Segregate production environments from development and test environments through a combination of physical or logical controls.	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R08	Notify the Ministry if the vendor becomes aware of any actual or potential security vulnerabilities relating to the solution	Should Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R14	Identify in advance the use of any 3rd party add-ons or open source software to support Ministry Risk Management (e.g. MoTI Security Threat Risk Assessment (STRA), vulnerability monitoring and risk mitigation)	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R15	Indicate impacted roles and responsibilities for privacy management to support the ministry in meeting all legislative obligations and fosters a culture of privacy within government	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R16	Preserve a history of user access control changes to support audit reporting (e.g record when user role changes or their name changes).	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R17	Comply to 'Protected B' Data Security Classification level provincial standards for security controls.	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R20	Please refer to IPS RFP Appendix H Policies and Standards Item: 68 Comply with an established cloud security standard that is acceptable to government (there are only 3 cloud standards: ISO 27017, nIST 800-53, CSA CCM) if the solution is a cloud based solution	Shall Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R21	Adhere to cloud security framework and comply with annual audit via third party attestation and government maintains right to audit components if the solution is a cloud based solution	Shall Have	Core	1	s.21
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R22	Comply with security investigations, online access to evidence, and legal discover if the solution is a cloud based solution	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R23	Comply with the principle of least privilege and issued on a need-to-know basis. This means giving a user account/role only those privileges which are essential to perform its intended function - Refer to IPS RFP Appendix H Policies and Standards: Item 67	Shall Have	Core	1	
CON03	Security and Privacy	CON03.HLBR01	Preserve Security and Privacy controls	CON03.HLBR01.R24	Comply with BC Government Records Retention Policies under the BC Government Information Management Act which include but are not limited to: Part 3 — Managing Government Information a) Section 10: When information schedule applies b) Section 11: When no information schedule applies Part 4 — Archives c) Section 12: Digital archives established d) Section 13: Information must be digitized before archiving e) Section 14: Archiving government information Refer to IPS RFP Appendix H Policies and Standards: Item 62	Shall Have	Core	1	
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R04	Adhere to modern application design principles e.g.: principles of modularity, interface abstraction, Service Oriented Architecture, and loose coupling.	Should Have	Core	1	
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R13	Import and export application configuration/ and metadata changes between test and production environments (e.g. test, production) <Authorized Users>.	Shall Have	Core	1	
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R14	Achieve version control on all application configuration and metadata changes	Shall Have	Core	1	
CON05	Extensibility	CON05.HLBR01	Ensure scalability	CON05.HLBR01.R01	Increase solution resources (e.g. Data Storage Capacity, Processing Power, and Networking) to meet changes in demand or workload. Solution scaling will be achieved with minimum impact to end users.	Shall Have	Core	1	
CON05	Extensibility	CON05.HLBR01	Ensure scalability	CON05.HLBR01.R02	Configure a framework to support the creation and maintenace of interfaces that can consume and provide data to and from other systems as business needs evolve (e.g. new RESTful API's becoming available within Government, new intragovermental data sharing agreements on legacy systems that do not offer APIs, consumption and exposing of data via APIs).	Should Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON05	Extensibility	CON05.HLBR01	Ensure scalability	CON05.HLBR01.R03	API offerings should comply with BC guidelines Refer to IPS RFP Appendix H Policies and Standards: Item 6	Should Have	Core	1	s.21
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R01	Design the solution to comply with corporate and industry standards in order to ensure interoperability with other systems, both within and outside of the organization.	Could Have	Core	1	
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R03	Design the solution to Comply with the Government of British Columbia's IM/IT Standards which includes but is not limited to: a) Appropriate Use: Standards 2, 3 b) Software Development: Standards 4, 5 c) Information Management: Standards 7 to 15 d) Identity Management: Standards 17, 19 to 23, 25 e) IT Management Standards 26 to 28 f) IT Security Standards 31 to 55 Refer to IPS RFP Appendix H Policies and Standards	Shall Have	Core	1	
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R04	Design the solution to comply with B.C. Government Web Presence Guidelines and Standards for information made publicly available: Refer to IPS RFP Appendix H Policies and Standards: Item 60	Could Have	Core	1	
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R02	Comply with Ministry standards for spatial data storage and management (e.g. this includes storage criteria such as: 1. Manage and store Spatial data WGS84 (EPSG:4326). 2. Project spatial data on web maps as Web Mercator (EPSG:3857), In order to align with various tile caches. 3. Report coordinates in WGS84 (EPSG:4326) (latitude/longitude decimal degrees).) Refer to IPS RFP Appendix H Policies and Standards: Item 65 and 66	Should Have	Core	1	
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R05	Align to preferred Ministry Technologies. Note: This technology list is current as of the RFP Posting Date; however, this list may change as the Ministry conducts ongoing technology reviews to update standards within the technology catalog. Refer to IPS RFP Appendix D Technology Catalogue	Should Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON07	Interoperability	CON07.HLBR01	Comply with standards	CON07.HLBR01.R06	Where respondent-proposed technology aligns with the Ministry technology catalog, the proposed version must match or exceed the catalog's stated version for that technology. Note: Where the proposed version exceeds the catalog version, the proposed version must be backwards compatible up to and including the catalog version. Refer to IPS RFP Appendix D Technology Catalogue H Policies and Standards: Item 64	Shall Have	Core	1	s.21
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R15	Preserve compatibility under the following considerations. The solution will be used on provincial government employee and contractor devices. Considerations for these environments include: **Government employee devices:** 1. Standard Desktop or laptop computers (2 to 4 GB Minimum RAM) 2. Government standard operating system images (e.g. Windows OS, Mac OSX) 3. Government issued software (Microsoft Office 2010 and 2016, Adobe Reader) 4. Government issued tablet and cellphone technologies (e.g. Android, iOS, Windows, etc.) with differing screen sizes/resolutions. **Contractor devices:** Additionally, the solution will also be used by contracted staff using their personal devices. Considerations for this environment include: 3. Variety of operating system including both Windows and Mac OSX 4. Variety of internet browsers aligned with preferred Ministry Technologies outlined in RFP Appendix D Technology Catalogue 5. Variety of tablet and cellphone technologies (Android, iOS, Windows, etc.) with differing screen sizes/resolutions. For further considerations regarding client-side compatibility, see the IPS Preliminary Technical Analysis document, specifically "Compatibility Considerations".	Shall Have	Core	1	
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R16	Duplicate data (within the SaaS) and export to a non-service-provider location	Shall Have	Core	1	
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R17	Design the solution to allow multiple environments to be accessed and used simultaneously	Shall Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON04	Maintainability	CON04.HLBR01	Ensure solution maintainability	CON04.HLBR01.R18	Design the solution with sufficient environments for: •Configuration changes, •Feature enhancements testing, •Patch updates testing, •Upgrade testing, •Configuration change testing, •Integration points testing, •Promotion testing •User Acceptance Testing (UAT) by Ministry business subject matter experts •Training •Isolated environment resets	Shall Have	Core	1	s.21
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R01	Navigate the system using both the desktop keyboard and mouse, and mobile screens/keyboards.	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R02	Interact with the application interface consistently using common industry conventions (e.g. shortcut keys, help functions, uploading of artefacts, dialogue, popups, message boxes, tabbing order)	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R04	Indicate disparate fields and/or information on a display through use of contrasting color or alternate schemes (e.g. colors or fonts on forms, reports, graphs)	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R05	Indicate disparate functionality through use of contrasting iconography (e.g. warning vs error iconography, document management vs reporting features)	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R09	Input date selections for date fields by either typing the date in a consistent standard date format (e.g YYYY-MM-DD) into textbox, or by selecting the date from a calendar interface.	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R11	Display clear visual cues identifying which environment and release version the user is currently interacting with (i.e., Development 2.0, Test 1.5, Training 1.0, Production 1.0).	Shall Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R12	Log off the system with appropriate session management considered (e.g. close all active sessions)	Shall Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R13	Run multiple user interfaces of the application in order to work with multiple instances of the same modules/forms at the same time (e.g. multiple browser tabs). Provide adequate safeguards to prevent conflicts in the event users run multiple instances of modules/forms at the same time (i.e multiple browser tabs). Examples of adequate safeguards includes tools for session management, record contention, and user notification of potential conflict.	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R15	Configure the application idle time-out to a preset amount of time (e.g. 60 minutes)	Should Have	Core	1	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R20	Configure auto log-out parameters <Authorized users>	Could Have	Core	1	s.21
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R21	Personalize auto log-out within configured parameters	Could Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R16	Allow users to return to incomplete records entered during a session even after their session has closed	Could Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R17	Prompt users before leaving a page or session close if any unsaved data may be lost	Should Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R18	Record all time entries in UTC and display in multiple time zones as configured	Shall Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R19	Display financial data in Canadian currency (CAD).	Shall Have	Core	1	
CON08	Useability	CON08.HLBR01	Adhere to useable design principles	CON08.HLBR01.R22	Configure default units of measurement and conventions (e.g. currency, time zones, length, data conventions,)	Shall Have	Core	1	
CON09	Accessibility	CON09.HLBR01	Ensure user accessibility	CON09.HLBR01.R01	Align with Web Content Accessibility Guidelines Refer to IPS RFP Appendix H Policies and Standards: Item 60	Could Have	Core	1	
CON10	Spatial	CON10.HLBR01	Adhere to spatial standards	CON10.HLBR01.R01	Adhere to Open Geospatial Consortium (OGC) Standards for all spatial components, including but not limited to: Web Feature Service, Web Coverage Service, Web Map Service, Web Map Tile Service, Styled Layer Descriptor Refer to IPS RFP Appendix H Policies and Standards: Item 66	Should Have	Core	1	
CON11	Supportability	CON11.HLBR01	Display standard technical, administrator and end user documentation	CON11.HLBR01.R01	Display standard technical, administrator and end user documentation adapted/supplemented to fully and accurately reflect the base solution	Shall Have	Core	2A	

Set #	Set Text	HLBR #	HLBR Text	CON #	CON Text	MoSCoW	Stakeholder	Phase	Contractor Response
CON11	Supportability	CON11.HLBR01	Display standard technical, administrator and end user documentation	CON11.HLBR01.R02	Display standard technical, administrator and end user documentation enabled to reflect Ministry configurations	Shall Have	Core	2A	s.21
CON11	Supportability	CON11.HLBR01	Display standard technical, administrator and end user documentation	CON11.HLBR01.R03	Display standard technical, administrator and end user documentation adapted/supplemented to fully and accurately reflect the base solution plus any customizations created by the vendor	Should Have	Core	2A	
CON11	Supportability	CON11.HLBR01	Display standard technical, administrator and end user documentation	CON11.HLBR01.R04	Display packaged solution data models (physical and logical) to fully and accurately reflect the base solution plus any customizations created by the vendor.	Shall Have	Core	1	

IPS Information Exchange Requirements

The following describes the various information systems that the proposed system will need to interface with, associated high-level business requirement for interface and MoSCoW rating to indicate necessity.

Internal Interface Requirements

The following describes the required electronic interfaces to internal single-source-of-truth systems. Internal data sources are ones controlled by the Ministry.

#	Internal System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response
[II.R1]	Public Project Website	Integrate via RESTful APIs or OGC Compliant Services to the Public Project Website (today known as ProjectsBC: https://www.th.gov.bc.ca/tranprojectsbc/#view=home) to proactively share public information with the province's constituents (e.g. o Project Name o Project Description o Project Location o Project Start and End Date o Project Status o Project Dollar Value o Program o Project Artefact o Accomplishment o Benefit This requirement supports the F10 Project Information Sharing feature set.	Shall Have	Core	1	s.21
[II.R2]	Property Services Project (PSP)	*PSP (Property Services Project) is a current initiative under the Ministry of Transportation and Infrastructure where the Minsitry to implement the Property Information Management System (PIMS). The PIMS system is a single IM/IT database system that will record information about all Property of Interest to the Ministry and, streamline the Ministry's business processes associated with recording and retrieving information about the acquisition, management and disposition of transportation related property.* Integrate with the Property Information Management System (PIMS) through a RESTful APIs or other suitable data exchange, in order (e.g. - Retrieve property data (e.g. property acquisition forecast information) - Make available project data (e.g. project details, product details, project location) - Make available lookup list attributes and their relationships (e.g. workbreakdown structure) - Make available property data in interactive query and reporting features Note: This requirement supports the F06 Capital Project Financials Management / F07 Operating Budget Financials Management / F16 Interactive Query and Reporting feature sets.	Shall Have	Core	1	
[II.R3]	Bridge Management Information Systems	*The Bridge Management Information System (BMIS) is a Bridge Management tool used by the Ministry of Transportation of British Columbia to manage an inventory comprising of 4,500 structures throughout the province of British Columbia. BMIS contains a unique identifier for infrastructure supporting structures (i.e. each bridge has an unique identifier.* Integrate with the Bridge Management Information Systems (BMIS) through an API or other suitable data exchange, to retrieve updated information (e.g. Bridges, Bridge Condition Information)	Could Have	Core	1	
[II.R4]	MoTI Data Sharing Application (DSA)	Integrate with the Ministry's Data Sharing Application (DSA) to retrieve relevant enterprise spatial information via OGC compliant map services to display over basemap information (e.g. Regions, Districts, Contract Areas)	Could Have	Core	1	

#	Internal System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response
[II.R5]	MoTI Enterprise Data	*A range of data sets within the proposed solution are considered to be enterprise data valuable to a number of other systems. The following is a listing of services that we require to facilitate the exchange of information between Ministry applications and open government initiatives.* Serve corporate information (maintained within the proposed solution) via RESTful APIs and/or batch processes This includes (but is not limited to) the following data entities: o Project Details o Product Details o Work Breakdown Structure o Program Element o Party o Public Project Information o Project Artefact o Accomplishment o Benefit o Project Group	Could Have	Core	1	s.21
[II.R6]	Property Services Project (PSP) Spatial Information	Share Property Information Management System (PIMS) property acquisition spatial geometry and attribute information (status, location, predicted timelines) for reference only via OGC compliant services	Could Have	Core	2B	
[II.R7]	Collision Information System	*The Collision Information System (CIS) is a web-based application designed to house collision and traffic volume information. Requirement* Integrate with the Collision Information System (CIS) through an OGC compliant service to retrieve spatial geometry and associated attribute information (e.g. Collision data, Traffic volume data, Highway network data) Note: The Collision Information System pulls data from source of truth systems including the Traffic Data Management System, collision data from ICBC and Highway network information from Landmark Kilometer Inventory (LKI).	Won't Have	Core	n/a	

External Interface Requirements

The following describes the non-Ministry-controlled systems that the solution must be able to exchange information with and what kinds of information must be able to be passed to and from them]

#	External System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response

#	Internal System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response
[EI.R1]	CAS Corporate Financial System Data Warehouse	*CAS CFS (Corporate Accounting System Corporate Financial System) Data Warehouse is a Government Financial reporting system that houses financial data.* *The CAS CFS Data Warehouse system is managed by Corporate Accounting Services under the Ministry of Finance who is considered an external Ministry.* The CAS Data Warehouse (DW) has been designed for ministry reporting. The subject areas that exist in the DW are: Accounts Payable, Purchase Orders, General Ledger, Fixed Assets and etc. Future State: Integrate with CAS CFS Data Warehouse (into CAS DW via an ODBC call) to retrieve 'refreshed' information (e.g. o Chart of Accounts (CoA), o General Ledger (GL), o Accounts Payable (AP), o Purchase Order o Vendor	Shall Have	Core	1	s.21
[EI.R2]	CAS Corporate Financial System	As operated by the Ministry of Finance, the CAS CFS is an integrated system which provides the source of truth for the government's financial transactions incorporating the accounting and administration of revenue, expenses, assets, and liabilities. Future State: Integrate with CAS CFS to manage descriptive flex fields within the AP subledger (e.g work breakdown structure vlaues for entry during AP Invoice creation). Please Note: Currently, CAS only offers daily batch processing to generate descriptive flex field value sets into the CFS; however, the two Ministries are in discussions to implement a service end point, allowing for the PUT, POST and UPDATE of descriptive flex field value sets dynamically throughout the day. These discussions are likely to influence the final integration options. Also note, all actual financial transaction or budget data will be retreived via the CAS CFS DW as described in [EI.R1].	Shall Have	Core	1	
[EI.R3]	Third-party Basemaps	*There are multiple third party applications that provide third party basemaps and spatial geometry information.* Configure one or more Web Mercator basemaps for user selection when using their map interface (e.g. Bing, Google) Note: these basemaps are all Web Mercator projections.	Shall Have	Core	2B	
[EI.R4]	DataBC Systems (intake)	*DataBC hosts the repositories for authoritative datasets for BC, these datasets are accessible via the BC Data Catalogue: https://data.gov.bc.ca/* Integrate with DataBC, through an OGC Compliant API or RESTful APIs or other suitable data exchange to retrieve information regarding the following (e.g. Regional Districts, Electoral Districts, Economic Areas)	Should Have	Core	1	

#	Internal System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response
[EI.R5]	BC Bid System	*BC Bid is a marketplace where public sector organizations (including cities, school districts, health authorities, Crown corporations and the B.C. government) advertise opportunities for contracts for a wide range of goods and services.* *The BC Bid database houses contract information operated by the Procurement Services Branch of Shared Services BC (SSBC), which also provides corporate supply arrangements, fleet management and B.C. Government employee travel.* *The BC Bid system is currently slated for upgrade or replacement and information exchange needs to be reviewed as more information about the replacement becomes available.* Import XML based information reported from the BC Bid system in order to retrieve 'refreshed' information from source of truth systems (e.g. Contract Tendering Information)	Could Have	Core	2A	s.21
[EI.R6]	DataBC (Basemap)	*DataBC hosts the repositories for authoritative datasets for BC, these datasets are accessible via the BC Data Catalogue: https://data.gov.bc.ca/* Integrate with DataBC hosted basemaps through an OGC Compliant map service (e.g. BC Web Mercator Base Cache) Note: basemaps are available in Web Mercator or BC Albers projections. It is expected that all map layers will conform to Web Mercator projection; therefore, there will be no need for BC Albers specific basemaps.	Could Have	Core	2B	
[EI.R7]	DataBC Geocoder	*DataBC offers a number of applications to access the web service and developers are able to integrate the web service into their own applications. The Geocoder service provides information on geocoded features given a geographical point query. This will provide the ability for users to identify geographical reference points on a map, and to provide the textual description of the reference point.* Leverage DataBC's Geocoder services Note: The BC Physical Address Geocoder can be used to resolve the physical locations (i.e., latitude and longitude) and correct, standardized form of civic and non-civic addresses in British Columbia. It is a web service that is accessible via a REST application programming interface. More information can be found here: http://www2.gov.bc.ca/gov/content/governments/about-the-bc-government/databc/geographic-data-and-services/geocoder	Could Have	Core	2B	
[EI.R8]	Federal Contaminated Sites Inventory	*The Federal Contaminated Sites Inventory includes information on all known federal contaminated sites under the custodianship of departments, agencies and consolidated Crown corporations as well as those that are being or have been investigated to determine whether they have contamination arising from past use that could pose a risk to human health or the environment.* Serve the Federal Contaminated Sites Inventory as a spatial geometry layer. The inventory also includes non-federal contaminated sites for which the Government of Canada has accepted some or all financial responsibility. It does not include sites where contamination has been caused by, and which are under the control of, enterprise Crown corporations, private individuals, firms or other levels of government. Note: additional information can be found at: • Federal Contaminated Sites Inventory: http://open.canada.ca/data/en/dataset/1d42f7b9-1549-40aa-8ac6-0e0302ff2902 Data Dictionary: http://www.tbs-sct.gc.ca/fcsi-rscf/oddo/fcsi-rscf-eng.aspx	Could Have	Core	2A	

#	Internal System	Detail	MoSCoW	Stakeholder	Phase	Contractor Response
[EI.R9]	Total Records and Information Management (TRIM)	*TRIM (Total Records and Information Management) is an electronic information management tool used by the Ministry of Transportation and Infrastructure. The software 'TRIM Context' is a commercial product from Tower Software of Australia. TRIM is a software program capable of managing both electronic and physical sources of business information. Data is stored in a central TRIM database, allowing for more efficient searching and retrieval of documents.* Integrate with the TRIM's replacement system through an API or other suitable data exchange, in order to retrieve 'refreshed' project information from source of truth systems. Note: The TRIM system is currently slated for upgrade or replacement and information exchange needs to be reviewed as more information about the replacement becomes available.	Could Have	Core	1	s.21
[EI.R10]	Road Paving Management System (RPMS)	*RPMS is used to plan the maintenance and repair of roadways or other paved facilities.* Integrate with the RPMS through an API or other suitable data exchange, in order to retrieve 'refreshed' project information from source of truth systems.	Won't Have	Core	n/a	
[EI.R11]	Corporate Highway and Resource Information System (CHRIS)	*The Corporate Highway and Resource Information System (CHRIS) contains all Road Network and Inventory information for which the Ministry of Transportation and Infrastructure is responsible. The system is comprised of three major components:* *1.Desktop Core Application* *2.Field Data Collection Unit* *3.CHRIS Web* Integrate with CHIPS through an API or other suitable data exchange, in order to retrieve 'refreshed' project information from source of truth systems.	Won't Have	Core	n/a	

Individual Report Listing - Consolidated

Describes reporting needs for the various Ministry business areas

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Expansion Program	Cashflow Reports	To reflect cashflow on a per-project basis, rolling up to sub-program and program as per user selection	IPS		CPS	Several times per month, and always at month end	Corporate	Shall Have	PMs, Project Technician (assist the PM), Financial Analysts	s.21
Expansion Program	EMR Reports		IPS		CPS	Several times per month, and always at month end	Corporate	Shall Have	PMs, Project Technician (assist the PM), Financial Analysts	
Expansion Program	IP Amendment Report (TIP)	Reflects updates made to the TIP since the last approved version	IPS		TIP (CPS)		Corporate	Shall Have		
Expansion Program	IP Fiscal Year Budget to Forecast Variance Report (TIP)	Reflects the variance between the IP's forecast and budget amounts on a per-project basis, rolling up to sub-program and program as per user selection. Variance is calculated by (budget - forecast)/budget and displayed in +/- dollar amounts and +/- percentages.	IPS		TIP (CPS)	Several times per month, and always at month end	Corporate	Shall Have	Program Mgrs use this report	
Expansion Program	IP Master Variance Report (TIP)		IPS		TIP (CPS)		Corporate	Shall Have		
Expansion Program	IP Total Budget to Forecast Variance Report (TIP)	Displays IP Total (aggregate) variance values.	IPS		TIP (CPS)		Corporate	Shall Have		
Expansion Program	IP Worksheet Report (TIP)		IPS		TIP (CPS)	Several times per month, and always at month end	Corporate	Shall Have	PMs, Project Technician (assist the PM), Financial Analysts	
Expansion Program	Monthly TIP Status Report	Status "Summary" report	IPS				Corporate	Shall Have		
Expansion Program	Monthly TIP Status Report (Revised)		IPS				Corporate	Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Expansion Program	TIP Carry Forward Adjustments Report	Reflects DRAFT adjustments needing to be made to the TIP as a result of rolling over to a new fiscal year	IPS		CPS Discoverer (TIP EUL)		Corporate	Shall Have		s.21
Expansion Program	TIP Carry Forward Adjustments Report, Finalized	Reflects FINAL/APPROVED adjustments needing to be made to the TIP as a result of rolling over to a new fiscal year	IPS		CPS Discoverer (TIP EUL)		Corporate	Shall Have		
Expansion Program	TIP Carry Forward Proposed Amendments Report or IP Amendment Report	Reflects DRAFT adjustments suggested to be made to the TIP as a result of rolling over to a new fiscal year	IPS		TIP (CPS) / CPS Discoverer		Corporate	Shall Have		
Expansion Program	PFA (Project Funding Agreement)	Secures funding approval for a project	IPS		CPS	As-needed, run whenever the casflow is being adjusted/updated	Corporate	Shall Have	PMs, Project Technician (assist the PM), Financial Analysts, Program Mgrs, Project Sponsors	
Expansion Program	IPS PFA Revisions	List the PFA versions by revision number, and enables drill down into a PFA instance	IPS		???		Corporate	Shall Have	Capital Expansion group	
Expansion Program	PFA List by State	Lists all PFAs, sorted by state (e.g.: drafted; approved; etc). Where muplie revisions exist in a single state, display the latest version with an option to drill down to display the complete list of prior versions	IPS		CPS	As-needed, run whenever projects are being updated	Corporate	Shall Have	PMs, Project Technician (assist the PM), Financial Analysts, Program Mgrs, Project Sponsors	
Preservation Program	EMR by Service Line Report		IPS		CPS Discoverer	At least monthly	corporate	Shall Have	Rehab Managers, Fin Analysts	
Preservation Program	EMR by Responsibility Centre Report		IPS		CPS Discoverer / Data Warehouse	At least monthly	corporate	Shall Have	Rehab Managers, FA,	
Preservation Program	MMDD EMR & CSE Spreadsheet		IPS		CPS Discoverer (manipulated to regroup data)	Monthly	corporate	Shall Have	Rehab Managers, FA,	
Preservation Program	Monitored Programs Provincial Summary	Listing of all Preservation sub-programs in the province, allowing drill-down into each sub-program to show sub-sub-programs and individual projects	Warehoused		Regional and Bus Unit EMR by SL reports			Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Preservation Program	Monthly Preservation Program Report by Service Line	Reflects all Preservation sub-programs and projects grouped by Service Line	Warehoused		CPS Discoverer	Yes	All	Shall Have	Rehab Managers, FA	s.21
Preservation Program	Preservation Program Year End Recoveries	Reflects the aggregate of all Preservation recovery amounts (total, actual collected, and outstanding), enabling drill-down into sub-program, sub-sub-proogram, and individual projects	IPS		CAS Oracle Discoverer			Shall Have		
Preservation Program	Preservation Program Year End Report		Warehoused		CAS Oracle Discoverer			Shall Have		
Preservation Program	R1 Monthly Preserv/Rehab Reports		Warehoused		CPS Discoverer			Shall Have		
Preservation Program	Fiscal Year Planned Spend (New from planning database)		IPS	Preservation Planning Reports - No User Info	Planning tool (SharePoint)	Weekly or Daily	Corporate & Personalizable	Shall Have	Rehab Managers, FA	
Preservation Program	Planned Spend by ED, by Highway, Region etc (Planning Database)		IPS	Preservation Planning Reports - No User Info	Planning tool (SharePoint)	Weekly or Daily	Corporate & Personalizable	Shall Have	Rehab Managers, FA	
Preservation Program	Progressive Tender Schedule (Planning Database)		IPS	Progressive Tender Report	Planning tool (SharePoint)	Weekly or Daily	Corporate & Personalizable	Shall Have	Rehab Managers, FA	
Preservation Program	Preservation Investment Plan Pivot		IPS	PIP		Monthly	Corporate	Shall Have	Rehab Managers, FA	
Preservation Program	Forecast Surfacing Accomplishments		IPS	Preservation Planning Reports - No User Info	Planning tool (SharePoint)	Daily in Q1 (last quarter of FY); monthly for the rest of the year	Corporate	Shall Have	Rehab Managers, FA	
Preservation Program	EMR by Funding Source		IPS	Sample to be sent by Sarah	CPS to a PDF	Monthly	Corporate	Shall Have	FA, Corporate Svcs Mgrs	
Project Management	Contract Progress Estimate Report	Reflects a contract's committed deliverables and the progress made on each deliverable (shown in absolute and percent values)	IPS		PES	Monthly during active construction contracts	Corporate	Shall Have	PM Group / MOTI Reps	
Project Management	Project Status Summary Report	Lists all user-selected projects and their current status, with the ability to drill down and view project details	Warehoused		CPS	Quarterly/Monthly (Depends on rpt status)	Corporate	Could Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Project Management	EMR		IPS		CPS	Monthly	Corporate	Shall Have	Project Analyst/(SIR) PM Group	s.21
Project Management	EMR by Service Line		IPS		CPS	Monthly	Corporate	Shall Have	Project Analyst	
Project Management	Cash flow		IPS		CPS	Monthly	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	Multi Year forecast summary by product level 1		IPS		CPS	Ad-hoc	Corporate	Shall Have	PPM, Project Analyst/(SIR) PM Group	
Project Management	Project Status Report	Reflects a project's status and its details	IPS		CPS	Ad-hoc	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	CAS Download Exceptions		IPS		CAS	yes		Shall Have	Project Analyst	
Project Management	Detail Transactions		IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	Actuals without forecast lines		IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	Summary Transactions (level 1)		IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst	
Project Management	PFA list by State	Lists all PFAs, sorted by state (e.g.: drafted; approved; etc). Where muplie revisions exist in a single state, display the latest version with an option to drill down to display the complete list of prior versions	IPS		CPS	On-demand	Corporate	Shall Have	Project Analyst	
Project Management	Project Funding Agreement	Secures funding approval for a project	IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	Work Breakdown Structure Summary		IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	Forecast Worksheet by Product		IPS		CPS	On-demand (at least monthly)	Corporate	Shall Have	Project Analyst/(SIR) PM Group	
Project Management	BD: PM Unified Filing System (PUFS/UFS) Listing Report	Reflects a user-selected set of artefacts stored in the Unified Filing System	Warehoused					Could Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Responses.21
Finance and Operating Budget	DetailedTransaction Report (Snippet from KM to arrive)	Compares CAS Open Data Exchange (CODE) to CPS Actuals to highlight exceptions	Warehoused	See CPS	CPS	Yes - often	Corporate, Personalizable and Ad Hoc	Shall Have	All	
Finance and Operating Budget	AWFL Report	On a daily basis, the CAS Oracle Financials AP invoice distributions are downloaded to CPS to record expenditures against the project for the specific contract. The CPS module draws contract payment actuals from the contract total (may generate 'actuals without forecast lines' (AWFLs). Actuals without Forecast Lines (AWFL) Reports show all of the actuals downloaded from CAS Oracle Financials that don't match CPS Forecast Lines	Warehoused		CPS	All the time	Corporate, Personalizable	Shall Have	All users	
Finance and Operating Budget	CAS Download Exception Report	Reflects errors, exceptions and unmatched actuals	Warehoused		CPS	All the time	Corporate, Personalizable and Ad Hoc	Shall Have	All users	
Finance and Operating Budget	Code to CPS Actuals	Compares CAS Open Data Exchange (CODE) to CPS Actuals to highlight exceptions	Warehoused		CPS	All the time	Corporate, Personalizable and Ad Hoc	Shall Have	All users	
Finance and Operating Budget	Detailed Transaction Report	Reflects which project costs are eligible for federal recovery. Forecasted expenditure amounts for capital expansion program, preservation/rehab program and operations. These amounts can be further refined by region, program, funding sources, services lines, electoral district or other criteria. This report can also be generated across a single or multiple fiscal years or specified time periods	Warehoused		CPS	Yes	Corporate, Personalizable and Ad Hoc	Shall Have	All users	
Finance and Operating Budget	Purchase Document Summary		IPS		CPS	Yes all the time	Corporate, Personalizable and Ad Hoc	Shall Have	PMs / FIN	
Finance and Operating Budget	Summary Transaction Report Snipped from KM		IPS		CPS	Yes all the time	Corporate, Personalizable and Ad Hoc	Shall Have	All users	
Finance and Operating Budget	Cost Type Report by STOB	Reflects a detailed Excel workbook by cost type mirroring standard object of expenditure (STOB) budget allocations for each operating funded project	Warehoused	Cost Type Report Sept FY16	CPS Discoverer	Yes - all the time	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Project Expenditures by Region	Reflects all preservation and capital expansion project expenditures by region, categorized by program, sub-program	Warehoused	See CPS	CPS		Corporate, Personalizable and Ad Hoc	Shall Have		s.21
Finance and Operating Budget	Aggregated Detailed Transaction Report	Reflects aggregate eligible and approved project costs to align with federal claims submission requirements	Warehoused		CPS is the source of the data exported to Excel comes from PDF	Yes	Corporate, Personalizable and Ad Hoc	Shall Have	KM	
Finance and Operating Budget	EMR by Service Line Report and WFR GL Balance Report		Warehoused	SEPT 16 PRE EMR	EMR by Service Line Report and WFR GL Balance Report	Yes all the time	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	
Finance and Operating Budget	Executive Report	Reflects regional program affecting comments in preparation for discussing at the Provincial Executive EMR Review	Warehoused		EMR Workbook		Corporate, Personalizable and Ad Hoc	Shall Have		
Finance and Operating Budget	Claims Submission Spreadsheet [PLACEHOLDER]	A macro-enabled spreadsheet template provided by Infrastructure Canada and populated by FMB. Key information includes: Project Information: • Program (from pick list), • Project Name, • Recipient Name, • Contact Name, • Phone Number, • Claim Number, • Period Covered, and • Progress Payment (Y/N); Claim Summary: • For each Project Component as per Schedule B.2 (of contribution agreement) and Soft Cost: o Net Eligible Amount, o Adjustments (+/-), o Total Adjusted Eligible Costs, o % Federal Contribution, o Federal Share, o Sub-Total, and • Total Costs This Claim; Attestation of Recipient Co-Chair and Independent Engineer or Architect (if required for progress payment): • Signature, • Name, • Title, and	Warehoused		Excel	Yes	Corporate, Personalizable and Ad Hoc	Could Have	KM	

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Executive Summary Report	Reflects a summary of budget constraint expenditures	Warehoused		Excel	Yes every month	Corporate, Personalizable and Ad Hoc	Shall Have	SJ	s.21
Finance and Operating Budget	Executive/ADM Financial Report (merge with EMR)	Reflects fiscal year-to-date forecasts by Ministry department. This report includes data from CODE and CPS. This report is produced on a monthly basis by headquarters financial staff. Worksheets summarize data individually by responsibility centre (RC) (for example: 55051, 55063, 55070, 55074) with a roll-up worksheet of all RCs. Each worksheet contains rows for each standard object of expenditure (STOB) within the RC grouped by Salaries and Benefits, Operating Costs, and Recoveries. Columns include: A. Budget; B. Actuals (CAS Oracle Financials); C. Work to Date (CPS); D. Obligated (CPS); E. Planned Future (CPS); F. Total Forecast to March 31 (B + C + D + E); G. Variance (A- F); and H. % Spent.	Warehoused		Excel	Yes	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Final Year-End Review Report	Reflects final fiscal year-end forecasts by Ministry department. This report includes data from CAS Data Warehouse and CPS. This report is produced as a final year-end review report by financial staff. Note* This report contains the same rows and columns as the monthly EMR03-A3 Executive/ADM Financial Report. A Worksheet is produced for each RC which summarizes expenditures by STOB hierarchy. Each worksheet contains rows for each standard object of expenditure (STOB) within the RC grouped by Salaries and Benefits, Operating Costs, and Recoveries. Columns include: A. Budget; B. Actuals (CAS Oracle Financials); C. Work to Date (CPS); D. Obligated (CPS); E. Planned Future (CPS); F. Total Forecast to March 31 (B + C + D + E); G. Variance (A- F); and H. % Spent	Warehoused		Excel	Yearly	Corporate, Personalizable and Ad Hoc	Shall Have	SJ	s.21
Finance and Operating Budget	Project expenditures by Program	Reflects preservation and capital expansion project expenditures	Warehoused		Excel	Monthly	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	
Finance and Operating Budget	EMR Report with Actuals		Warehoused		Excel	Monthly	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	
Finance and Operating Budget	Budget and forecast variances - overall (default: monthly)	Reflects month-to-month budget and forecast variances	Warehoused		Excel	Yes all the time	Corporate, Personalizable and Ad Hoc	Shall Have	FIN	
Finance and Operating Budget	Budget and forecast variances - by business area (default: monthly)	Reflects month-to-month budget and forecast variances	Warehoused		Excel	Yes all the time	Corporate, Personalizable and Ad Hoc	Shall Have	Business Area	
Finance and Operating Budget	Post-EMR (after adjustments)		Warehoused	Copy of JUN 16 POST EMR	Pre-EMR Report	Monthly	Corporate, Personalizable and Ad Hoc	Shall Have	All users	

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Forecast Requirement Report	Reflects Budget constraint forecast requirement reports for expenditures on travel, administration, consulting, etc. Report format and content is dependent on executive requirements	Warehoused				Corporate, Personalizable and Ad Hoc	Shall Have		s.21
Finance and Operating Budget	Pre-EMR		Warehoused	SEPT 16 PRE EMR		Monthly	Corporate, Personalizable and Ad Hoc	Shall Have	All users	
Finance and Operating Budget	Forecast Worksheet by Product	Reflects the EMR Forecast Worksheet by Product Report	Warehoused		CPS			Shall Have		
Finance and Operating Budget	Forecast Worksheet by Property Acquisition File	Reflects the EMR Forecast Worksheet by Property Acquisition File	Warehoused		CPS			Shall Have		
Finance and Operating Budget	Forecast to Actuals Comparison	EMR Forecast Worksheet that draws forecast and aligns against actuals for comparison purposes	Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR Worksheet by Forecast Line	Reflects the EMR Forecast Worksheet by Forecast line	Warehoused		CPS			Shall Have		
Finance and Operating Budget	Expenditure Management		Warehoused		CPS			Shall Have		
Finance and Operating Budget	Forecast to Fiscal Allocation Comparison	EMR Forecast Worksheet that draws forecast and aligns against fiscal allocations for comparison purposes	Warehoused		CPS			Shall Have		
Finance and Operating Budget	Summary Cost Report by Product		Warehoused		CPS			Shall Have		
Finance and Operating Budget	Total Cost to Budget Comparison		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Region RC		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Program		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Service Line		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Funding Source		Warehoused		CPS			Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Fiscal Forecast Summary		Warehoused		CPS			Shall Have		s.21
Finance and Operating Budget	Multi Year Forecast Summary by Product		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR		Warehoused		CPS			Shall Have		
Finance and Operating Budget	Total Project Status		Warehoused		CPS			Shall Have		
Finance and Operating Budget	Cash Flow		Warehoused		CPS			Shall Have		
Finance and Operating Budget	Electoral District by Project		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Electoral District by Project		Warehoused		CPS			Shall Have		
Finance and Operating Budget	CAS Download Exceptions	CAS report which identifies exceptions including: • CAS Exception: A coding mismatch due to incorrect coding in CAS has been detected and requires correction within CAS; • CPS 'In' Exception: These transactions are transferred from CAS to CPS, but throw exceptions and require correction within CPS; and • CPS 'Not-In' Exception: When actual transaction data is downloaded from CAS to CPS, some transactions are not downloaded due to data issues. The following morning, these transactions are not in CPS (hence, "not-in" exceptions) and corrective action must be taken to ensure the data is transferred the following night. The CPS users are responsible for reviewing the CAS Download Exceptions Report and ensuring the appropriate corrective action is taken	Warehoused		CPS			Shall Have		
Finance and Operating Budget	Summary Transactions		Warehoused		CPS			Should Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Finance and Operating Budget	Detail Transactions		Warehoused		CPS			Shall Have		s.21
Finance and Operating Budget	Actuals Without Forecast Lines		Warehoused		CPS			Shall Have		
Finance and Operating Budget	CODE to CPS Actuals Comparison		Warehoused		CPS			Shall Have		
Finance and Operating Budget	EMR by Funding Source by Cost Type and Actuals o By project group o By RC o By Region		Warehoused		CPS Discoverer			Shall Have		
Finance and Operating Budget	EMR by SL with Actuals o EMR by RC by SL by Project Group o EMR by SL o EMR by RC by SL		Warehoused		CPS Discoverer			Shall Have		
Finance and Operating Budget	EMR by Worksheet by Forecast line o Nicole Folk		Warehoused		CPS Discoverer			Shall Have		
Track Project Contracts	Terms of Contract (from CON04)	Reflects the terms and clauses for one or more user-selected contracts	Warehoused					Shall Have		
Track Project Contracts	Payment Card (from CON04)		Warehoused					Shall Have		
Track Project Contracts	Completion Certificate (H0191) (from CON05) (for consulting contracts)	FORM: Reflects the completion information for a user-selected Consulting contract	Warehoused	IPS artefact repository	Transportation site			Shall Have		
Track Project Contracts	Completion Certificate (H0428) (from CON05) (for construction/operational svc contracts)	FORM: Reflects the completion information for a user-selected Construction or Operational Services contract	Warehoused	IPS artefact repository	Transportation site			Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Track Project Contracts	10K Proactive FOI Report	Reflects the Consulting Svcs + Local Minor Works & Svcs projects over $10,000 in total value	Warehoused	IPS artefact repository		Quarterly	Corporate	Shall Have	Public-facing FOI site (following the FOI approval workflow)	s.21
Track Project Contracts	Consulting Services	Listing of all Consulting Services contracts, and their dollar values, by Branch, Region, & HQ	Warehoused	spreadsheet (Veena)		Quarterly	Corporate	Shall Have	Regions, branches, HQ contacts	
Track Project Contracts	Local Minor Works & Services	Listing of all Local Minor Works & Services contracts, and their dollar values, by Branch, Region, & HQ	Warehoused	spreadsheet (Veena)		Quarterly	Corporate	Shall Have	Regions, branches, HQ contacts	
Track Project Contracts	Direct Award Report	Listing ofall Direct Award contracts	Warehoused	CPS		Monthly		Shall Have	Public-facing FOI site (following the FOI approval workflow)	
Unfunded Project Inventory	Provincial Unfunded Project Inventory Full implentation: Reports to order the projects by their various ranks	Tracks the possible construction projects for the province, incorporating user-selected projects from each region (R1, R2, R3) plus possible projects injected directly into the Provincial UFPI (never having been listed on a Regional UFPI)	Warehoused		.xls			Shall Have		
Unfunded Project Inventory	Regional Unfunded Project Inventory	Tracks the possible construction projects for each region (R1, R2, R3)	Warehoused		.xls			Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Unfunded Project Inventory	Key Unfunded Project Inventory Data => List of UFPI in IPS would be the complete Provincial Unfunded List (ordered spatial, 1st by Hwy #, then spatially along that Hwy) e.g.: Hwy #1 in Victoria, then Hwy #1 in Nanaimo, etc. Follows the rules of the LKI, generally West to East, then North to South (with some exceptions); can also order by Rank (for the full-blown implementation -- not for the 'lite' implementation)	Reflects the Key Unfunded Project Inventory data in IPS. This report would only be used for a lite UFPI implementation	Warehoused		n/a (DNE in current state)			Shall Have		s.21
Public Project Information	Awards Announcement News Release		Warehoused		.doc/PDF			Shall Have	iPAS adminstrators	
Public Project Information	PBC Audit Report		Warehoused	Historical listing of published project information, including project description, project start & end dates, project imagery, and 'published by', and 'publish duration' (posting start- and end-dates) as published for any time range	iPAS			Should Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Public Project Information	iPAS Audit Report (Dashboard Events)		Warehoused	Reflects when and by whom the iPAS workflow steps were executed	iPAS			Should Have		s.21
Public Project Information	iPAS Dashboard Report		Warehoused					Should Have		
Public Project Information	iPAS Draft (Initiation) Report		Warehoused					Should Have		
Public Project Information	iPAS Pre-Award Report		Warehoused					Should Have		
Public Project Information	iPAS PAB Status Report		Warehoused					Should Have		
Public Project Information	iPAS Active Projects Report		Warehoused					Should Have		
Public Project Information	iPAS Completed (Archived) Projects Report		Warehoused					Should Have		
Public Project Information	iPAS Step 8 to Archived		Warehoused					Should Have		
Public Project Information	iPAS Announced		Warehoused					Should Have		
Public Project Information	iPAS Unannounced		Warehoused					Should Have		
Public Project Information	iPAS Web Publication Report		Warehoused					Should Have		
System Monitoring	Audit Report: System Data	Reflects: 1) all data, deliverables, and artefacts in IPS that have been input, updated, and deleted, including when and by whom; and 2) all queries and reports that have been run, including when and by whom	IPS					Shall Have		
System Monitoring	Audit Report: Existing Reports, Attributes, and Subscriptions	A listing of existing reports (sorted by Core Business and Personalized), their attributes, their subscribers, users that run the report on an ad-hoc basis, and the number of times each report has been run (by subscribers and ad-hoc users separately and in total)	Warehoused					Shall Have		
System Monitoring	ETL Health (from CAS - check whether this is in FIN; also check the 4 scenarios from the FIN BPMs)		IPS					Shall Have		

Business Area	Report Name	Description	Data	Sample File Name	Source	Run Frequency	Configurability	MoSCoW	User(s)	Contractor Response
Transit Program	Consolidated Claims Report by Claim	Run a report of claims information and their associated invoices. Group by Claim ID#	IPS			On-demand (can be daily)		Shall Have		s.21
Transit Program	Consolidated Claims Report by Project	Run a report of claims information and their associated invoices. Group by Project #	IPS			On-demand (can be daily)		Shall Have		
Transit Program	Claim Variances	Run a report on variances between claim amounts (comprised of recovery invoices) and claim/recovery amounts received. Group by	IPS			On-demand (can be daily)		Shall Have		
Transit Program	PTIF Invoice Tracking		IPS					Shall Have		
Transit Program	PTP Proforma & Recovery Schedule		IPS			Quarterly		Shall Have		
Transit Program	Aggregate funding by project (Proforma)	Aggregate reporting by project across multiple funding sources	IPS			On-demand (can be daily)		Shall Have	Directors	
Transit Program	Aggregate funding by program	Aggregate reporting by program across multiple funding sources	IPS			On-demand (can be daily)		Shall Have		

SCHEDULE "H"

SERVICE LOCATIONS

Only Hosting Facility and Contractor's own locations are required to be listed for purposes of section 3.7 of the main body of the Agreement.

#	Service Location	Services Provided at or from Service Location
1.	s.21	Hosting Facility
2.		Disaster Recovery Facility
3.		Hosting Facility
4.		Disaster Recovery Facility
5.		Hosting & Backup Facility
7.	Project Execution Group Inc. Southcentre Executive Tower Suite 615, 11012 Macleod Trail S. Calgary, AB, CAN T2J 6A5 Remote locations of individual Contractor Personnel working remotely within Canada and the United States (or other countries as may be agreed by the Province)	Implementation Cloud Services Solution Support

SCHEDULE "I"

ACCEPTANCE CRITERIA

s.21

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s.21

SCHEDULE "J"

BUSINESS CONTINUITY AND DISASTER RECOVERY

1. Compliance with Contractor's Business Continuity and Disaster Recovery Plan

At the Contractor's cost and expense, the Contractor will maintain a business continuity and disaster recovery plan (the "**Business Continuity and Disaster Recovery Plan**") that meets the minimum business continuity and disaster recovery requirements set out in this Schedule and complies with the plans of its Subcontractors that are the providers of the components of the Cloud Services Solution, including the s.21 Disaster Recovery – Business Continuity Plan attached for reference at the Effective Date as Exhibit J1 to this Schedule "J" (and as it may be changed from time to time).

The Contractor's Business Continuity and Disaster Recovery Plan is separate to but expected to inform / support the Ministry's business continuity planning activities.

2. Notice

The Contractor will immediately notify the Province upon the occurrence of any event that may cause a Business Interruption.

3. Business Interruption

Upon the occurrence of a Business Interruption, the Contractor will restore the Cloud Services Solution in accordance with the Contractor Business Continuity and Disaster Recovery Plan and the Recovery Point Objective (RPO) and Recovery Time Objective (RTO) Service Levels (Exhibit F1 to Schedule "F").

4. Maintenance of Business Continuity and Disaster Recovery Plan

The Contractor will regularly review and update the Contractor Business Continuity and Disaster Recovery Plan, including all required updates in response to any material Change in the Services or delivery of the Cloud Services Solution, and no less than once every 12 months, the Contractor will conduct a scheduled Contractor Business Continuity and Disaster Recovery Plan maintenance review with the Province upon request.

The Contractor will consult with the Province regarding any updates to the Contractor Business Continuity and Disaster Recovery Plan and will not make any changes to the Contractor Business Continuity Plan without obtaining the prior written consent of the Province. The Contractor will provide the Province with each updated version of the Contractor Business Continuity and Disaster Recovery Plan when updated. Where the Province identifies any areas where improvement in the Contractor Business Continuity and Disaster Recovery Plan is required (if any), the Contractor will use commercially reasonable efforts to address them.

5. Compatibility with Province Plans

At the Province's request, the Contractor will use commercially reasonable efforts necessary to ensure that the Contractor Business Continuity and Disaster Recovery Plan is compatible with the Province's disaster recovery and business continuity plans.

6. Allocation of Resources

Without limiting the Contractor's obligations under this Agreement, whenever a Business Interruption causes the Contractor to allocate limited resources among the Contractor's customers, the Contractor will treat the Province no less favourably than any of its other customers in the allocation of such resources.

7. Contractor Emergency Contact Information

Within five Business Days following the Effective Date, the Contractor will provide the Province with emergency contact information (including out of office contact information) for the Contractor Personnel equipped with the appropriate training and experience to assist the Province in the event of a Business Interruption and keep the contact information up to date and incorporate it into the Contractor Business Continuity and Disaster Recovery Plan.

EXHIBIT J1 - s.21 **DISASTER RECOVERY – BUSINESS CONTINUITY PLAN**

See attached.

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Withheld pursuant to/removed as

s.21

SCHEDULE "K"

REPORTING REQUIREMENTS

1. The Contractor will provide the Province with the following reports:

   (a) those reports required under the terms of this Agreement, including those reports described in Exhibit K1 in the form and format and at the frequencies provided therein;

   (b) such additional reports pertaining to the performance of the Cloud Services Solution and Services and the Contractor's other obligations under this Agreement to permit the Province to monitor and manage the Contractor's performance, as the Province may identify from time to time to be generated and delivered by the Contractor on an ad hoc or periodic basis.

2. The Contractor will provide support to the Province for the production of reports that are required to be delivered internally within the Province. The Contractor will support the gathering of the information for design and production of Province reports. The Province reports known at the Effective Date include the following:

   (a) Office of the Comptroller General reporting obligations as set out in relevant policy standards including:

      (i) *Financial Administration Act*, and

      (ii) CPPM (includes budgeting forecast requirements);

   (b) *Auditor General Act* reporting obligations as set out in relevant policy standards;

   (c) privacy reporting obligations as set out in related legal, regulatory and policy (e.g., FIPPA) including:

      (i) adherence to security standards, and

      (ii) FIPPA reporting requirements;

   (d) IM/IT Standards;

   (e) The Province's Risk Management Branch policies and standards;

   (f) reporting on the success of the relationship and performance of the Contractor's obligations under this Agreement, for the following:

      (i) Treasury Board,

      (ii) Cabinet,

(iii) Office of the Auditor General,

(iv) Office of the Comptroller General,

(v) the public, and

(vi) the Ministry of Transportation and Infrastructure.

EXHIBIT K1 – REPORTS

#	**Report Description**	**Due Date / Frequency**
1.	Project Status Report	Monthly
2.	Service Levels Performance Report	As Requested

SCHEDULE "L"

KEY PERSONNEL AND SUBCONTRACTORS

KEY PERSONNEL

Name of Contractor Contract Manager	George Lochhead, as needed
Name of Project Manager	George Lochhead, as needed
Name of Lead Solution Analyst	Konstantine Tonas, as needed
Name of Solution Architect	Tyler Monson, as needed

Name of Approved Subcontractor	

s.21

SCHEDULE "M"

FEES

1. Overall Fees for the Cloud Services Solution and Services

Implementation Fees	s.21
Cloud Services Solution Subscription Fees s.21 s.21 s.21 s.21	
Total	
Subscription Fees for Value Opportunity Plan (VOP) – (Staged Licensing Acquisition supporting the Iterative Delivery Model)	
Overall Total	**$8,436,640 (exclusive of GST and PST)**

2. Fees for Implementation

(a) The parties will manage the Implementation pursuant to the Implementation Project Plan to the fixed costs of s.21 (exclusive of GST and PST) in Fees for the Implementation. A detailed work and cost breakdown will be prepared at the start of the Implementation through the Planning Workshop, refined during the discovery process of the integrated IPS Team, and may be further adjusted throughout the Implementation, as requirements for the Cloud Services Solution are verified and validated with the Users.

(b) As part of this process, the hours (and corresponding dollar value) for the Implementation will be allocated to "buckets" for the performance of phases of the Implementation, or to contingency. Each bucket will be designated as either for lump sum or monthly-based invoicing. Both lump sum and monthly-based invoicing will be based on the actual time expended for the applicable bucket (i.e., not fixed fee). Should the activities required exceed the hours allocated for any particular bucket, a review of the remaining project hours will occur including an analysis of the root cause for the overage. As a result, hours (and corresponding dollar value) may be transferred from contingency, or the Province may approve a

Change Order, as determined by the Province in consultation with the Contractor. When the activities within the bucket are fully complete, any remaining balance will be transferred to another bucket, contingency or to Hypercare, as determined by the Province in consultation with the Contractor.

(c) The Contractor will issue its invoices as follows:

(i) Lump sum payments will be invoiced by the Contractor to the Province on completion of the applicable phase, including any required Acceptance and for Milestones as set out in section 7.2 of the main body of the Agreement.

(ii) Monthly-based payments will be invoiced by the Contractor to the Province monthly in arrears.

(iii) The invoice process is set out in section 7.3 of the main body of the Agreement.

(d) Any unused hours (and corresponding dollar value) in a bucket or contingency at the completion of the Implementation may be used by the Province for additional Project-Related Services and/or Change Orders during the Term.

3. Fees for Cloud Services Solution and Related Services

The Province will pay to the Contractor the Fees for use of the Cloud Services Solution, including all Improvements, Cloud Services Solution Support, hosting, and other charges, in the total amounts set out in the table above (plus GST and PST) on an annual subscription basis for the Initial Term and payable in accordance with the following amounts and payment terms:

Year	**Description**	**Fees (CAD) ***
Year 1	Cloud Services Solution Subscription Fees s.21	s.21
Year 2	Cloud Services Solution Subscription Fees s.21 s.21	
Year 3	Cloud Services Solution Subscription Fees s.21 s.21	
Year 4	Cloud Services Solution Subscription Fees s.21 s.21	
Year 5	Cloud Services Solution Subscription Fees s.21 s.21	
Year 6	Cloud Services Solution Subscription Fees s.21 s.21	

Year	Description	Fees (CAD) *
Year 7	Cloud Services Solution Subscription Fees s.21 s.21	s.21
	Total:	$5,110,000

* Subscription fees are all-inclusive for use of the Cloud Services Solution including all Improvements, Cloud Services Solution Support, hosting, and other charges (except for GST and PST).

(a) The Contractor will issue its invoices as follows:

(i) Subscription fees for Year 1 will be invoiced by the Contractor to the Province as set out in section 7.2 of the main body of the Agreement including upon Acceptance of the installation Milestone for each Cloud Services Solution component s.21 s.21 as set out in Schedule "C" and Schedule "I"); and

(ii) Subscription fees for Years 2 through 7 inclusive are due annually on the anniversary date of the invoicing date referenced in subsection (i) for each Cloud Services Solution component. The Contractor may issue its invoices in advance of the anniversary date so that the amounts are due and payable prior to the commencement of each annual (12 months) period of Years 2 through 7.

(b) Subscription fees will be invoiced by the Contractor to the Province in advance in annual (12 months) instalments.

(c) The invoice process is set out in section 7.3 of the main body of the Agreement.

(d) Upon the Province's request, the Contractor shall invoice, and the Province shall pay, any instalments of subscription fees for a Year that would otherwise fall after the fiscal year end of the Province (ending March 31), so that such selected instalments shall be paid for the Province's then current fiscal year.

4. Billing Detail

(a) The Contractor will forward all invoices to the Province as follows (or as may be otherwise designated by the Province):

Jasmine Leung
Manager, Project Management Support Services
Ministry of Transportation and Infrastructure
Planning & Programming Branch
PO Box 9850 Stn Prov Govt
Victoria, B.C. V8W 9T5

(b) The Contractor will ensure that all invoices contain, at a minimum, the following details:

(i) the Contractor's legal name, billing address and contact information for payment purposes;

(ii) the date of the invoice;

(iii) the contract number assigned by the Province to this Agreement;

(iv) the invoice number;

(v) a description of the completed Milestone to which the invoice relates and/or a description of the Services performed and Deliverables completed by the Contractor during a particular invoicing period (as applicable) and/or the subscription fees for the Cloud Services Solution;

(vi) a calculation of all applicable taxes payable by the Province in relation to the Services; and

(vii) any other billing information requested by the Province.

(c) Fees set out in this Schedule "M" are exclusive of Goods and Services Tax and Provincial Sales Tax.

5. Maximum Fees

The maximum amount payable by the Province to Contractor for the Fees and expenses will be $8,436,640 (exclusive of GST and PST) during the Initial Term.

6. Expenses

The parties agree that the Fees payable pursuant to this Agreement are inclusive of all expenses or disbursements incurred by the Contractor, including any travel expenses (but not including Termination Expenses). The Province is not responsible for any expenses or disbursements incurred by the Contractor, including any travel expenses, unless (a) approved in writing by the Province in advance of being incurred, and (b) permitted under the applicable Project Plan or Change Order and in accordance with the terms and limits in the Province's expense policy. All invoiced expenses must have the actual, original receipts, or legible photocopies thereof, attached to the invoice and Contractor will show expenses as a separate line item in its invoices to the Province.

EXHIBIT M1 – RATE CARD

s.21

All Roles	Fixed for Initial Term

SCHEDULE "N"

PRIVACY PROTECTION SCHEDULE

Purpose

1. The purpose of this Schedule is to:

   (a) enable the Province to comply with the Province's statutory obligations under FIPPA with respect to Personal Information; and

   (b) ensure that, as a Service Provider, the Contractor is aware of and complies with the Contractor's statutory obligations under FIPPA with respect to Personal Information.

Acknowledgements

2. The Contractor acknowledges and agrees that:

   (a) it is a Service Provider and, as such, the requirements and restrictions established by Part 3 of FIPPA apply to the Contractor in respect of Personal Information;

   (b) unless the Agreement otherwise specifies, all Personal Information in the custody of the Contractor or a Third Party Hosting Provider is and remains under the control of the Province; and

   (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store Personal Information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

No Collection of Personal Information by Contractor

This Agreement does not involve the Contractor collecting, using or disclosing Personal Information nor will the Province disclose Personal Information to the Contractor, other than User information including names, but not if the names are Contact Information of the Users under FIPPA, which are not Personal Information. If any other Personal Information is inadvertently disclosed by the Province to the Contractor, the Contractor shall, as its sole obligation, if it discovers that any such other Personal Information has been disclosed to it, immediately at the direction of the Province destroy or return that Personal Information to the Province and not retain any copy of it. Similarly, the Contractor will not take any action that results in the Contractor collecting any other Personal Information, unless approved by the Province.

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create Personal Information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

4. The Contractor must collect Personal Information directly from the individual the information is about unless:

   (a) the Province provides Personal Information to the Contractor;

   (b) the Agreement otherwise specifies; or

   (c) the Province otherwise directs in writing.

5. Where the Contractor collects Personal Information directly from the individual the information is about, the Contractor must tell that individual:

   (a) the purpose for collecting it;

   (b) the legal authority for collecting it; and

   (c) the Contact Information of the individual designated by the Province to answer questions about the Contractor's collection of Personal Information.

Privacy Training

6. The Contractor must ensure that each individual who will provide Services under the Agreement that involve the access, collection or creation of Personal Information will complete, at the Contractor's expense, the Privacy Course prior to that individual providing those Services.

7. The requirement in section 7 will only apply to individuals who have not previously completed the Privacy Course.

Accuracy of Personal Information

8. Where Personal Information is collected by the Contractor directly from the individual the information is about, the Contractor must make every reasonable effort to ensure the accuracy and completeness of any such information to be used by the Contractor or the Province to make a decision that directly affects that individual.

Requests for Access to Personal Information

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

Correction of Personal Information

10. Where Personal Information is collected by the Contractor directly from the individual the information is about, the Contractor will comply with sections 12 to 15, inclusive, of this Schedule, as applicable.

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any Personal Information, the Contractor must annotate or correct the information in accordance with the direction.

12. When issuing a written direction under section 12, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 14.

13. Within 5 Business Days of correcting or annotating any Personal Information under section 12, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.

14. If the Contractor receives a request for correction of Personal Information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and Contact Information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and Contact Information to the person making the request.

Protection of Personal Information

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

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under FIPPA concerning storage of Personal Information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.

17. The Contractor will not change the location where it stores Personal Information without receiving prior authorization from the Province in writing.

18. The Contractor will not authorize or assist a Third Party Hosting Provider to access any Personal Information without the prior written approval of the Province.

19. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to Personal Information, including a list of all persons that access any Personal Information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

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

Use of Personal Information

21. Unless the Province otherwise directs in writing, the Contractor may only use Personal Information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify Personal Information, including by converting Personal Information into non-Personal Information, or analyze Personal Information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from Personal Information.

Metadata

22. Where the Contractor has or generates metadata as a result of Services provided to the Province, where that metadata is Personal Information, the Contractor will:

    (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and

    (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

23. Unless the Province otherwise directs in writing, the Contractor may only disclose Personal Information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

24. If in relation to Personal Information, the Contractor:

    (a) receives a Third Party Request for Disclosure;

(b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a Third Party Request for Disclosure; or

(c) has reason to suspect that an Unauthorized Disclosure of Personal Information has occurred in response to a Third Party Request for Disclosure,

subject to section 26, the Contractor must immediately notify the Province.

25. If the Contractor receives a third-party request described in section 24(a) or (b), but is unable to notify the Province as required by section 24, the Contractor must instead:

(a) use its commercially reasonable efforts to direct the party making the third-party request to the Province;

(b) provide the Province with reasonable assistance to contest the third-party request; and

(c) take reasonable steps to challenge the third-party request, including by presenting evidence with respect to:

(i) the control of Personal Information by the Province as a Public Body under FIPPA;

(ii) the application of FIPPA to the Contractor as a Service Provider to the Province;

(iii) the conflict between FIPPA and the third-party request; and

(iv) the potential for the Contractor to be liable for an offence under FIPPA as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

26. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of FIPPA, if the Contractor knows that there has been an Unauthorized Disclosure of Personal Information, the Contractor must immediately notify the Province.

Compliance with FIPPA and Directions

27. The Contractor must in relation to Personal Information comply with:

(a) the requirements of FIPPA applicable to the Contractor as a Service Provider, including any regulation made under FIPPA and the terms of this Schedule; and

(b) any direction given by the Province under this Schedule.

28. The Contractor acknowledges that it is familiar with the requirements of FIPPA governing Personal Information that are applicable to it as a Service Provider.

29. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

31. 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

32. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

33. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of FIPPA applicable to them.

34. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

35. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of FIPPA, including any regulation made under FIPPA, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

36. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.

SCHEDULE "O"

CLOUD SECURITY SCHEDULE

If a provision of the main body of the Agreement conflicts with a provision of this Schedule, then unless expressly stated otherwise within the Agreement, the provision of this Schedule will prevail to the extent of such conflict.

1. Applicability

   For greater clarity, unless otherwise specified in the Agreement, the terms and conditions of this Schedule apply to the provision of all Services and the Cloud Services Solution by the Contractor and Contractor Personnel. Any reference to Contractor herein will include all Contractor Personnel.

2. Protection of Protected Information

   The Contractor must have in place and maintain security controls to protect Protected Information that conform to commonly accepted industry norms that a prudent operator providing similar services would have implemented. Without limitation, the Contractor will perform its obligations under this Schedule in a manner that best conforms to Industry Best Practice.

3. Compliance and Certifications

   For the Cloud Services Solution, the Contractor must at all times satisfy at least one of the following security standards:

   (a) compliance requirements identified for a cloud services provider, in the Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM); or

   (b) compliance requirements identified for a cloud services provider, in the US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems; or

   (c) certification with ISO/IEC 27001 based on requirements for a cloud services provider controls in ISO/IEC 27017:2015; or

   (d) certification with Cloud Security Alliance (CSA) – Level 2 CSA STAR.

4. Attestation of Compliance and Certification of Cloud Services Solution

   To verify compliance with section 3 (with respect to the Cloud Services Solution), the Contractor must provide the Province with satisfactory evidence, by way of independent third-party attestation from a reputable information systems auditor, that the Cloud Services Solution provided by the Contractor satisfies and complies with one of the security standards set forth in section 3 (with respect to the Cloud Services Solution).

5. Access Control

With respect to the access, by any Contractor Personnel, to any part of the Contractor's systems or the Cloud Services Solution that may contain Province Data and Materials, the Contractor must:

(a) implement access control policies and procedures that address onboarding, offboarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;

(b) identify and segregate conflicting duties and areas of responsibility, such as separation of duties;

(c) maintain a current and accurate inventory of computer accounts;

(d) review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;

(e) enforce principles of "least privilege" and "need to know";

(f) review User access rights on a regular basis to identify excessive privileges;

(g) enforce a limit of logon attempts and concurrent sessions.

6. Authentication

Where the Contractor manages User authentication controls for Contractor Personnel, the Contractor must:

(a) notify Users about minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;

(b) notify Users that they are required to regularly change passwords at predetermined intervals, and which limit reuse.

7. Security Awareness

(a) The Contractor must ensure that all Contractor Personnel employed or retained to perform the Services or provide the Cloud Services Solution receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Contractor's obligations under this Schedule.

(b) The Contractor must not permit any Contractor Personnel the Contractor hires or retains to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information

confidential on terms no less protective than the terms applicable to the Contractor under the Agreement.

8. Log Generation and Retention

The Contractor must:

(a) generate and retain logs that are sufficiently detailed to determine who did what and when for a period of 90 days online;

(b) provide real time access to logs;

(c) provide the technical capability to forward the logs to the Province; and

(d) correlate, monitor, and alert on logs.

9. Investigations Support and Security Investigations

The Contractor must:

(a) retain investigation reports related to a security investigation for a period of 2 years after the investigation is completed or provide them to the Province for retention;

(b) provide reasonable investigative support to the Province;

(c) maintain chain of custody for evidence;

(d) support e-discovery; and

(e) where the Contractor has been notified in writing or is aware of a requirement to do so, maintain legal holds to meet the needs of investigations and judicial requests.

10. Network Time Protocol

The Cloud Services Solution must synchronize time with a stratum-2 (or higher time) reliable source.

11. Vulnerability Scan/Penetration Testing

The Contractor must support the Province conducting periodic:

(a) vulnerability scans;

(b) web application scans; and

(c) penetration tests.

12. Configuration and Patch Management

The Contractor must deploy solutions that:

(a) have an information security policy for Contractor's systems used in the Services and the Cloud Services Solution based on Industry Best Practices;

(b) apply system hardening methods in securing Contractor's systems used in the provision of the Services and the Cloud Services Solution;

(c) logically isolate and encrypt Protected Information in production;

(d) ensure workstations and servers used in management and provisioning of the Services and the Cloud Services Solution are patched and secured with anti-malware protection;

(e) remedy vulnerabilities in a timely manner according to criticality;

(f) patch all systems and software regularly according to Industry Best Practices; and

(g) use secure coding practices when developing applications and application programming interfaces.

13. Business Continuity, Disaster Recovery, and Backup Plans

The Contractor must have a business continuity and disaster recovery plan and support the Province's business continuity planning as described in Schedule "J".

14. Notifications of Breaches

The Contractor must notify the Province within 24 hours of the Contractor's identification of a security breach or incident that has affected, or may reasonably be expected to affect, Province Data and Materials.

15. Notifications of Changes

The Contractor must notify the Province of any changes to the Contractor's security policies, procedures or agreements that may materially lower the security of Protected Information.

16. Asset Management and Disposal

The Contractor must:

(a) maintain an inventory of Province Assets related to the Services and Cloud Services Solution;

(b) use secure methods that comply with Industry Best Practices when disposing of Province Assets, and

(c) maintain records of Province Asset disposals.

17. Physical Security

The Contractor must maintain the following physical security controls at the Hosting Facility:

(a) develop, document, and disseminate a physical and environmental protection policy;

(b) regularly review and update its current physical and environmental protection policy and procedures; and

(c) review physical access logs at least once monthly.

18. Threat and Risk Assessments

The Contractor must:

(a) conduct threat and risk assessments on any part of the Cloud Services Solution that is new, or has been materially changed since the last threat and risk assessment was conducted; and

(b) support the Province in completing Security Threat and Risk Assessments.

19. Security Screening

The Contractor must:

(a) screen all Contractor Personnel prior to Contractor authorizing access to Province Systems, Contractor's systems used in the Services, or the Cloud Services Solution;

(b) conduct criminal record checks on all Contractor Personnel who have access to any Province Systems, Contractor's systems used in the Services, or the Cloud Services Solution;

(c) make a reasonable determination of whether any individual Contractor Personnel constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of Province Confidential Information and Province Data and Materials to which the individual may be exposed, and all applicable laws; and

(d) require all Contractor Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law.

20. Supply Chain

The Contractor must ensure that its Subcontractors involved in the provision of Services and the Cloud Services Solution meet or exceed the standards set forth in this Schedule.

21. Encryption

For Province production data, The Contractor must:

(a) implement and maintain encryption of Province Data and Materials while at rest and in transit;

(b) provide the Province the technical capability of cryptographic key management to allow the Province to manage encryption keys in relation to Protected Information at rest and in transit;

(c) not hold or have access to encryption keys if such encryption keys are managed by the Province to encrypt Protected Information at rest or in transit; and

(d) not provide encryption keys used to secure Protected Information to a third party.

22. Isolation Controls and Logical Isolation of Data

The Contractor must:

(a) implement and maintain the logical isolation of Province Data and Materials;

(b) implement, where supported by technology, by the Contractor or its Subcontractors, the logical isolation of audit records related to Protected Information, even in the case of equipment or technology failure; segregate tenancy traffic from management network traffic; and

(c) not use Protected Information for test or development purposes without the written approval of the Province.

23. Technical Controls

The Contractor must:

(a) implement firewalls, web application firewalls, distributed denial of service, and intrusion prevention systems to control traffic flow to and from the Contractor's systems used in the Services and/or the Cloud Services Solution; and

(b) secure remote access to the Contractor's systems used in the Services and the Cloud Services Solution by Contractor Personnel.

24. Use of Province Systems

Use of Province Systems by the Contractor or its Contractor Personnel must be restricted to activities necessary for the provision of the Services. The Province reserves the right to not make any particular Province System available to the Contractor unless the Contractor or its Contractor Personnel (as applicable) agree(s) to any additional terms and conditions reasonably required on advance written notification by the Province.

25. Security Contact

If not set out elsewhere in the Agreement, the Contractor must provide the contact information for the individual Contractor Personnel who will coordinate compliance by the Contractor on matters relating to this Schedule.

SCHEDULE "P"

PROVINCE RESPONSIBILITIES

1. Items identified as the Province's responsibilities in Schedule "C" (Implementation).

2. Items identified as the Province's responsibilities in Schedule "D" (Cloud Services Solution Support).

3. Items identified as the Province's responsibilities in Schedule "I" (Acceptance Criteria).

4. Items identified as the Province's responsibilities in a Project Plan.

5. Timely approvals by the Province within any period set out in this Agreement (and, if not so set out, a reasonable period having regard to the circumstances), where stipulated in the Agreement in connection with Services to be performed by the Contractor.

SCHEDULE "Q"

GOVERNANCE PROCESS

1. Purpose and Guiding Principles

1.1 **Purpose**

This Schedule sets forth the governance processes and procedures for the effective implementation and management, both strategically and operationally, of the Agreement in a timely manner that maximizes performance and contract success for the Province and the Contractor.

1.2 **Interpretation**

Capitalized terms which are not otherwise defined in this Schedule "Q" have the meanings as ascribed to them elsewhere in the Agreement, including Schedule "A" Definitions.

1.3 **Objectives of the Governance Process**

The primary objectives of the Governance Process described in this Schedule are to:

(a) ensure effective and timely oversight, performance management, and decision-making through clearly defined roles and responsibilities and reporting mechanisms;

(b) identify opportunities to leverage common needs to the mutual benefit of the parties;

(c) establish effective governance processes that provide for sincere dialogue and rapid escalation of relationship challenges;

(d) effectively identify and resolve challenges through a process of cooperative and amicable interest-based negotiations, involving timely escalation through a series of governance levels; and

(e) ensure that an effective relationship management process exists including communication, decision making, reporting, measurement, issue resolution and Dispute resolution processes.

1.4 **Guiding Principles**

The parties agree to adhere to the following guiding principles for governance:

(a) ensure that decisions under the Agreement affecting Fees, including allocation of Fees to tasks during the Implementation and Change Orders, provide demonstrable value for money;

(b) proactively identify sources of disagreement and discord, and take timely action before they become matters of Dispute;

(c) where possible, resolve issues through a process of cooperative and amicable discussions and negotiations; and

(d) ensure that the governance processes and procedures enable the parties to:
  (i) understand and execute their responsibilities and accountabilities under the Agreement;
  (ii) work co-operatively during the Term, subject to the specific rights and obligations of the parties under the Agreement;
  (iii) develop and maintain high quality relationships; and
  (iv) accommodate the lifecycle of the Agreement and adapt to changing environments.

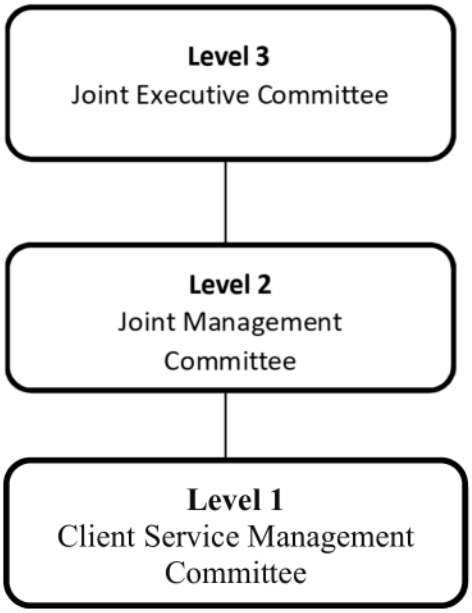
1.5 **Participation in Governance Process**

The parties agree that they will each utilize the Governance Process in accordance with the provisions of this Schedule including requiring each of its representatives to attend meetings and to participate in the activities of the committees and other groups of which they are members in accordance with this Schedule "Q".

2. Governance Framework

2.1 **Structure**

The parties agree there will be three levels of governance (each, a "Governance Level") for the relationship between them as set out in the "Governance Chart" below with Level 1 having the least authority and Level 3 having the most authority.



2.2 **Dispute Resolution**

Unless otherwise expressly provided in the Agreement or agreed by the parties, the parties will endeavour to resolve all Disputes through discussion at Level 1, escalating to subsequent levels only when the current level has exhausted all options at its disposal and remains unable to find a resolution, in each case within thirty (30) days after a Dispute is referred to the level (or such other period as the parties may agree).

Should Level 3 be unable to resolve the Dispute then either party may refer the Dispute to arbitration under the Arbitration Act, and the place of arbitration will be Victoria, British Columbia, and the following provisions shall apply to the arbitration:

a) the parties shall attempt to agree upon a single arbitrator to settle such Dispute, difference or question within ten (10) Business Days following receipt of such Dispute Notice;
b) if the parties cannot agree upon a single arbitrator within such ten (10) Business Day period, then the arbitration shall be conducted by a single arbitrator appointed by a judge of the Supreme Court of British Columbia upon the application of either party with written notice to the other party;
c) nothing in this Agreement shall be deemed to give the arbitrator any authority, power or right to alter, change, amend or modify the provisions of this Agreement, save and except that the arbitrator shall, in his/her ruling, give the party that is ruled against a commercially reasonable period of time to comply with the arbitrator's ruling;
d) all Confidential Information of a party shall be disclosed during arbitration only upon the issuance of appropriate protective orders limiting the disclosure or discoverability of such Confidential Information outside of the arbitration proceedings; and
e) the determination resulting from the arbitration process shall be final and binding upon the parties, absent manifest error.

2.3 **Level 1: Client Service Management Committee**
The parties hereby establish a Client Service Management Committee (the "**Client Service Management Committee**" or "**CSMC**") with the mandate to resolve issues escalated by the Contractor Contract Manager or Province Contract Manager. See *Exhibit Q1: Client Service Management Committee.*

2.4 **Level 2: Joint Management Committee**
The parties hereby establish a joint management committee (the "**Joint Management Committee**" or "**JMC**") with the mandate to resolve issues escalated by the CSMC. See *Exhibit Q2: Joint Management Committee*.

2.5 **Level 3: Joint Executive Committee**
The parties hereby establish an executive governance committee (the "**Joint Executive Committee**" or "**JEC**") with the mandate to resolve issues escalated by the JMC. See *Exhibit Q3: Joint Executive Committee.*

3. Supporting Resources

3.1 The CSMC, JMC and the JEC will be supported by appropriate staff assigned by each of their respective Co-Chairs.

3.2 Notwithstanding that an Exhibit may set out the specific participants or members of a governance body, each party shall be entitled to have any support personnel

and subject matter experts it deems necessary attend a meeting of such body as a representative of the party. Such support personnel and subject matter experts shall be in addition to, and not in substitution for, the participants named in an Exhibit. If a party intends on inviting a support person or a subject matter expert to attend a governance meeting, the party will provide the other party with prior notice in writing that the individual will be attending and the purpose for such individual attending. The other party, acting reasonably, may object to the individual's attendance at the meeting provided that it provides written reasons for its objection, in which case the individual will not attend.

3.3 Each party shall be responsible for ensuring that its staff, support persons, subject matter experts and other invitees comply with the relevant terms of the Agreement. Without limitation, each such individual shall be bound by appropriate obligations with respect to confidentiality, security and conflict of interest.

4. Working Groups

4.1 Each committee may, from time to time, form a Working Group ("Working Group") for any purpose the committee deems appropriate, taking into consideration their governance mandate and any applicable terms, conditions or restrictions set out in the Agreement.

4.2 A Working Group will be comprised of the individuals as determined by the committee so forming said Working Group. The committee forming a Working Group, may from time to time, change individuals or replace individuals in said Working Group.

4.3 The responsibilities, authority, decision process and meeting process of a Working Group will be as determined by the committee so forming it.

4.4 Each committee may delegate any of their respective roles, responsibilities and functions to any Working Group they form.

4.5 A Working Group will operate subject to and in accordance with:
a) the terms of the Agreement; and
b) the decisions and the direction of the committee that formed them.

4.6 A Working Group will meet as needed and will document their actions and decisions.

4.7 In the event a Working Group raises an issue that either or both the Contractor and the Province do not consider to have been appropriately addressed after reasonable efforts by said Working Group, such issues may be escalated and will be addressed by referral to the committee who so formed it in a prompt manner and no later than the next meeting of said committee.

5. Decision Making

Each committee and Working Group shall endeavour to make decisions on a consensus basis. In the absence of consensus, the co-chairs of each committee shall jointly determine the decision, failing which the matter shall be referred to Level 3.

6. Meeting Protocols

6.1 The parties acknowledge and agree that, to the extent possible, all governance meetings should follow the following standard business practices for meeting etiquette:

a) all meetings will have meeting minutes, which shall be distributed to the members as soon as possible after the meeting; and
b) to the extent possible, the meetings of committees and other groups will be held in-person, provided that the members of a committee or other group may hold their meetings by way of video conference, telephone conference or any other communication facility where all persons participating in the meeting can hear each other and make themselves heard.

7. Review of the Governance Structure

7.1 The overall governance structure will be reviewed by the JEC on request by either party to monitor and potentially enhance the effectiveness of the structure and processes in order to enable the parties to:

a) clearly understand and execute their responsibilities to one another under the Agreement;
b) work co-operatively together during the Term;
c) have a governance structure for the Agreement that is practical, timely and effective; and
d) facilitate the effective roll-out of the Cloud Services Solution and Services in a manner that drives benefits for the Province in accordance with the Agreement.

8. Miscellaneous.

8.1 Where a governance body described in this Schedule contains a reference to a particular position, ministry, department or business unit and such position, ministry, department or business unit is renamed, replaced or superseded, whether as a result of a reorganization or otherwise, the reference in this Schedule shall be deemed to be amended to refer to the new name or the applicable functional replacement or successor.

EXHIBIT Q1 - CLIENT SERVICE MANAGEMENT COMMITTEE

Members: Province:

a) Director, Business Transformation Services, IMB
b) Province Contract Manager

Contractor:

a) Account Manager
b) Client Sponsor
c) Contractor Contract Manager

Members of the Client Service Management Committee (CSMC) each may, on advance notice to the others, invite ad hoc representatives of such party or parties to attend a meeting of the CSMC.

Co-Chairs: Province:

a) Province Contract Manager

Contractor:

a) Contractor Contract Manager

Purpose: The roles and responsibilities of the CSMC include:

a) To set the strategic direction for the relationship;
b) To maintain effective and positive joint relations at the operational level;
c) To provide governance support and issues tracking;
d) If required; make changes to the Governance Process and issues tracking;
e) To resolve operational issues as quickly as possible;
f) To review, comment and provide suggestions/direction on the project status and Service Levels performance ;
g) To review the health and achievements of the contractual relationship between the parties under the Agreement;
h) To proactively seek opportunities to leverage horizontal and vertical needs of the Province;
i) To operationalize each of the service elements of the Agreement as to ensure that Deliverables are delivered on time and within budget;
j) To determine the format and methodology for tracking and maintaining records under this Agreement;
k) To review Service Levels, generally available information indicating industry-wide improvements in delivery of substantially similar services; and improved performance capabilities, including those associated with advances in

technology and processes used to provide the Services in accordance with Schedule "F" (Service Levels) of the Agreement. Any proposed changes to the Services or Service Levels coming out of such review would be subject to the Change Order Process;

l) To receive and review Service Levels Performance Reports;
m) To review any Service Level Failure remediation plans prepared by the Contractor;
n) To continuously look for new ways to deliver business value, including identifying opportunities to improve efficiency and solve new business problems, including discussing innovative and emerging ideas and strategies relating to the Services, including the potential introduction of new technologies. Any proposed changes to the Services coming out of such review would be subject to the Change Order Process;
o) To escalate unresolved issues to the JMC;
p) To undertake course corrections when necessary at the operational level to address needs and/or concerns within the framework of the Agreement; and
q) Any other roles and responsibilities of the CSMC set out in the Agreement, or agreed by the parties in writing.

Reports to: JMC

Authority: The CSMC has authority to, among other things:

a) Resolve Disputes escalated to the CSMC; and
b) To escalate unresolved issues to the JMC

Timing: Either CSMC Co-Chair may call a meeting of the CSMC at any time by providing at least 7 days' prior notice to the other CSMC Co-Chair.

Organization: CSMC Co-Chairs will:

a) Establish the terms of reference for the CSMC, which will abide by the terms of this Schedule "Q" and address, among other things, the timing and format for meetings of the CSMC; and
b) Will review and, to the extent the CSMC Co-Chairs deem necessary, revise such terms of reference from time to time.

EXHIBIT Q2 - JOINT MANAGEMENT COMMITTE

Members: Province:

a) Executive Director & MCIO, Information Management Branch
b) Executive Director, Planning and Programming Branch

Contractor:

a) Account Manager
b) Client Sponsor
c) Contractor Contract Manager

Members of the Joint Management Committee (JMC) each may, on advance notice to the other, invite ad hoc representatives of such party or parties to attend a meeting of the JMC.

Co-Chairs: Province:

a) Executive Director & MCIO, Information Management Branch

Contractor:

a) Client Sponsor

Purpose: The roles and responsibilities of the JMC include:

a) To monitor the effectiveness of the overall governance structure supporting the Agreement and to make adjustments when and where necessary;
b) To act as a secondary Dispute resolution mechanism in the Governance Process;
c) Any other roles and responsibilities of the JMC set out in the Agreement, or agreed by the parties in writing.

Reports to: JEC

Authority: The JMC has authority to, among other things:

a) Resolve Disputes escalated to the JMC; and
b) To escalate unresolved issues to the JEC

Timing: Either JMC Co-Chair may call a meeting of the JMC at any time by providing at least 7 days' prior notice to the other JMC Co-Chair.

Organization: JMC Co-Chairs will:

a) Establish the terms of reference for the JMC, which will abide by the terms of this Schedule "Q" and address, among other things, the timing and format for meetings of the JMC; and
b) Will review and, to the extent the JMC Co-Chairs deem necessary, revise such terms of reference from time to time.

EXHIBIT Q3 - JOINT EXECUTIVE COMMITTEE

Members: Province:

a) Assistant Deputy Minister (ADM), Strategic and Corporate Priorities; and
b) Assistant Deputy Minister, Integrated Transportation Infrastructure Services

Contractor:

a) General Manager

Members of the Joint Executive Committee (JEC) each may, on advance notice to the other, invite ad hoc representatives of such party or parties to attend meeting of the JEC.

Co-Chairs: Province:

a) Assistant Deputy Minister, Strategic and Corporate Priorities

Contractor:

a) General Manager

Purpose: The roles and responsibilities of the JEC include:

a) To monitor the effectiveness of the overall governance structure supporting the Agreement and to make adjustments when and where necessary;
b) To act as a final Dispute resolution mechanism in the Governance Process, subject to a Dispute being referred to arbitration; and
c) Any other roles and responsibilities of the JEC set out in the Agreement, or agreed by the parties in writing.

Reports to: N/A (This is the highest level of governance)

Authority: The JEC has authority to, among other things:

a) Resolve Disputes escalated by the JMC, subject to a Dispute being referred to arbitration.

Timing: Either JEC Co-Chair may call a meeting of the JEC at any time by providing at least 7 days' prior notice to the other JEC Co-Chair.

Organization: JEC Co-Chairs will:

a) Establish the terms of reference for the JEC, which will abide by the terms of this Schedule "Q" and address, among other things, the timing and format for meetings of the JEC; and
b) Will review and, to the extent the JEC Co-Chairs deem necessary, revise such terms of reference from time to time.

SCHEDULE "R"

TERMINATION EXPENSES

The Termination Expenses are all quantifiable and reasonable expenses incurred by the Contractor to wind-down the Services as a result of termination by the Province under Section 17.8 (Termination for Convenience by Province) of the main body of this Agreement where such expenses are over and above the fees and expenses the Contractor would otherwise have incurred in providing the Services through the date of cessation of Services, as set out below:

- employee severance costs reasonably related to the termination of the Services if employees cannot be redeployed;
- travel expenses incurred for booked travel which is uncancellable and cannot be assigned to other Contractor projects;
- the Contractor's other reasonable and documented wind-down costs for demobilizing its Contractor Personnel; and
- non-cancellable costs and fees and contract break fees, reasonably related to the termination of the Services;

provided, however, that (a) the Termination Expenses will not duplicate the payment by the Province to the Contractor for any Termination Assistance Services provided to the Province, (b) any costs or expenses mitigated by the Contractor and recovered within 120 days after the date of: (i) termination of the Agreement or, (ii) if applicable, the expiry of any Termination Assistance Period, shall be deducted from the Termination Expenses otherwise owing by the Province to the Contractor, and (c) the total amount of the Termination Expenses shall not exceed $500,000.