



Corporate Supply Arrangement #CS-000663

RECRUITMENT ADVERTISING SERVICES

THIS CORPORATE SUPPLY ARRANGEMENT is made the 01 day of November, 2012

TMP Worldwide Advertising & Communications Co.
1500-885 West Georgia Street
Vancouver BC V6C 3E8
Phone: 604-688-2441, Fax: 604-683-8125
Contact: Lisa Schwenk

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, ON THE TERMS AND CONDITIONS DESCRIBED BELOW.

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "**Administrative Fee**" means the administration fee described in Schedule "F", Section 6;
- b) "**Administration Requirements**" means those requirements set out in Schedule "F";
- c) "**Contract**" means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E and F attached to the CSA;
- d) "**Contractor**" means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- e) "**Corporate Supply Arrangement**" or "**CSA**" means this CSA;
- f) "**Draw Down**" means a written draw down form issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;
- g) "**Offeror**" means TMP Worldwide Advertising & Communications Co. also identified as "TMP";
- h) "**Offeror's Representative**" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) "**Prices**" means the prices for the Services set out in Schedule "B" to the CSA;
- j) "**Province**" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- k) "**Province Representative**" means Ruth-Ann Webster, Procurement Specialist, or such other individual designated from time to time by the

Province to administer this CSA on behalf of the Province;

- l) “**Purchaser**” means the Province that has issued a Draw Down;
- m) “**Procurement Services**” means the Procurement Services Branch, Ministry of Citizens’ Services and Open Government; and
- n) “**Services**” means those services described in Schedule “A”.

1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

EXPIRY

2.1 This CSA will expire on October 31, 2015 unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two additional one-year periods.

CORPORATE SUPPLY ARRANGEMENT - GENERAL

3. The Offeror makes the offer set out in this CSA on the following understandings:
- a) the establishment of this CSA does not oblige the Province to authorize or order all or any of the Services from the Offeror;
 - b) a Contract is formed only on receipt of a Draw Down by the Offeror;
 - c) a Draw Down will form a Contract only for those Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such Draw Down is made in accordance with the provisions of this CSA;
 - d) the Contract will be on the terms and conditions set out in the Province’s General Services Agreement, a copy of which may be found at http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E and F attached to this CSA;
 - e) the Province reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;
 - f) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
 - g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;

- h) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- i) the Offeror’s Representative, and a designated back-up individual, will be available during the Province’s normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
- j) the Offeror will reimburse the Administration Fee in accordance with Schedule “F”;
- k) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this CSA, that lower Price will also apply to this CSA. For the purposes of this section, a lower Price is a price that is lower than the unit price in Schedule “A”, exclusive of the Administration Fee;
- l) the Offeror will provide the Province’s Representative with 60 days written notice of any changes to the list of Services included in Schedule “A”, and the Province will determine, at its sole discretion, whether to accept such changes; and
- m) individual Draw Downs must not exceed \$75,000.00.

DRAW DOWN MECHANISM

4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Draw Down is presented that includes at a minimum:
- (a) the reference number for this CSA;
 - (b) the name/description of the Purchaser;
 - (c) the specified quantity of the Services that are being ordered; and
 - (d) the maximum amount payable for the Draw Down.
5. Draw Downs against a CSA paid for with the Province’s Corporate Purchasing card must be accorded the same Prices and be subject to the same terms and conditions as any other Draw Down.
6. If the Purchaser establishes a Draw Down to the Offeror prior to the expiry of this CSA and receives the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule “A”.
7. If there is any conflict or inconsistency among any of the provisions of the following documents:
- a) this CSA; and
 - b) a Draw Down,

then the order of precedence will be (a) and then (b).

GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES

8. The terms and conditions contained in the Province’s General Service Agreement, a copy of which can be found at <http://www.pss.gov.bc.ca/psb/GSA/docs/GSA.doc>, and Schedules A to F of this CSA will constitute the full and complete agreement (the “Contract”) between the parties. In the Province’s General Service Agreement, “you” means the Contractor and “we” means the Purchaser.

NOTIFICATION OF WITHDRAWAL

9. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30)

days’ prior written notice to the Province Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.

10 The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

SIGNED by the Offeror

(Authorized Signatory)

Title

Print Name

**SCHEDULE A
SERVICES**

See Pricing/Schedule A link on Recruitment Advertising Services CSA web page.

**SCHEDULE B
FEES AND EXPENSES**

See Pricing/Schedule A link on Recruitment Advertising Services CSA web page.

**SCHEDULE C
APPROVED SUBCONTRACTORS**

Not Applicable.

SCHEDULE D INSURANCE

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

Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly

requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. 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

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. 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

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. 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.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;

- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases “foreign demand for disclosure” and “unauthorized disclosure of personal information” will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect any personal information in the possession of the Contractor or any of the Contractor’s information management policies or practices relevant to the Contractor’s management of personal information or the Contractor’s compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. 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

24. 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

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

26. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**SCHEDULE F
ADMINISTRATIVE REQUIREMENTS**

The Offeror will comply with the following administrative requirements and procedures:

PROCUREMENT SERVICES CSA CONTACT

1. For further information or clarification:

Ruth-Ann Webster,
Procurement Specialist
Email: RuthAnn.Webster@gov.bc.ca
Phone: 250-387-7327

REPORTING PROCEDURES

Monthly Draw Down Reports

2. Offeror is required to submit Drawdown reports to Procurement Services. Draw Down reports must be submitted on a monthly basis.
3. Monthly Draw Down information must be sent either by mail, courier, fax or email by the Offeror to:
- Procurement Services Branch
Shared Services BC
Attn: Ruth-Ann Webster /Procurement Specialist
3rd Floor - 563 Superior Street;
PO Box 9476 Stn Prov Govt;
Victoria BC V8W 9W6
Email: RuthAnn.Webster@gov.bc.ca
4. The report must contain at a minimum:
- Offeror's Name
Month report is for
CSA #
Ministry
Purchaser
Draw Down number;
Service(s) ordered
Cost
1% Admin Fee
Tax
Total
5. The Offeror shall provide a monthly report regardless of whether or not any Draw Downs are received in that month, and in each monthly report will provide an explanation for any missing data.

Quarterly Fee Remission

6. **Administration Fee.** Each quarter, the Offeror must submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to

Procurement Services on the monthly Draw Down report. The cheque must be payable to the Minister of Finance, and sent to Ruth-Ann Webster at the above noted address. The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no more than 1 month after the end of the quarter:

The fee for:	Is due:
January, February, March	April 30
April, May, June	July 31
July, August, September	October 31
October, November, December	January 31

7. Draw Down reports will be checked against the Procurement Services Branch copies of the Draw Down to verify accuracy. Procurement Services shall promptly notify Offeror of any discrepancy, and will be given one month to respond to or rectify the report.
8. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Purchasing Services that they are capable of managing the terms of their CSA agreement.
9. Failure to submit a reimbursement cheque for the Administration Fee within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

Appendix 1 - Corporate Graphic Standards

Graphic Standards Policy for Where Ideas Work

April 23, 2007

OVERVIEW

The Province's Corporate Human Resources Plan includes a brand to promote employee recruitment and retention activities. The brand includes a positioning tagline – Where ideas work – as a differentiator to communicate that this brand offers challenging opportunities in a diverse province for people who want to make a difference.

1. USAGE

The Province is encouraging Ministries to use this brand for human resource purposes. This means any activities that involve employment such as recruitment, training or benefits.

Examples of products on which the brand can be used include employee or potential employee-focused brochures, newsletters, the government website, promotional materials, presentations and reports.

2. LOGO PLACEMENT

There are two logos that can be used to support human resources activities: the BC Public Service mark and the Where Ideas Work endorsed mark.

a. Where Ideas Work endorsed mark



This mark may be used by itself or in conjunction with the BC Public Service mark.

If this mark is used in combination with the BC Public Service mark, there needs to be a separation between the two. For example, on a brochure, Where Ideas Work can be used on the front cover page, while BC Public Service can be used on the back page.

The phrase, "Where ideas work" can be used without the graphic treatment of sunshine-over-the-mountains image of the B.C. ID. If this phrase is used as a title or header it must be used in combination with the BC Public Service mark.

b. BC Public Service mark



This mark may be used by itself or in conjunction with the Where Ideas Work mark.

If this mark is used in combination with the Where ideas work endorsed mark, there needs to be a separation between the two. For example, on a brochure, Where Ideas Work can be on the front cover page, while BC Public Service can be on the back.

3. CO-BRANDING WHERE IDEAS WORK AND MINISTRY LOGOS

Ministry logos may be used in conjunction with the Where Ideas Work endorsed mark. However, there needs to be a separation between the two logos. For example, on a brochure, Where Ideas Work endorsed mark can be used on the front cover page, while the Ministry logo could be used on the back page.

If there is a case where more than two ministries want to have their logos used on the same document to recognize their contribution to a project, it should default to using the BC Public Service mark. There should not be two or more Ministry logos used in one document.



Instead of



4. APPROVAL PROCESS

There is an approval process for any products that utilize the brand.

The logo usage and graphic design template must be provided to The BC Public Service Agency for approval. Once approved, the template can be used in any ads created by the Offeror. Any new designs must also be first approved by The BC Public Service Agency.

Note: Branding Guidelines and approved logos will be provided to the Offeror prior to any work taking place as a result of the Corporate Supply Agreement.

Appendix 2 - Media Plan

All media plans will be expected to include the information below.

<i>Requisition #</i>		<i>Date</i>	
<i>Ministry</i>		<i>Prepared by</i>	
<i>Recruiter</i>		<i>Version #</i>	
<i>Hiring Manager</i>		<i>Location</i>	
<i>Open Date</i>		<i>Close Date</i>	
<i>Job Title</i>			

<i>Media</i>	<i>Description</i>	<i>Cost</i>
<i>Targeted</i>		
<i>General</i>		
<i>Print Production</i>		
<i>Online Posting Fees</i>		
<i>Estimated Total</i>		

Appendix 3 – Sample Draw Down Form

Corporate Supply Arrangement #CS-000663

Draw Down Number: _____

TMP Worldwide Advertising & Communications Co.
 1500-885 West Georgia Street
 Vancouver BC V6C 3E8
 Phone: 604-688-2441

Ministry and Originating Office		Deliver to	
Date Issued		Invoice to	
Quantity	Description	Unit Price	Price Extension
		Sub-total	
		Tax	
		Total Order	

 Expense Authority