

Appendix D – Order Terms and Conditions

RECITALS:

- A. Acting under the *Procurement Services Act* (British Columbia), the Province issued a Request for Corporate Supply Arrangement – Closed Framework, for Executive Coaching Services under solicitation number ON-003675, as subsequently amended by Addenda 1 through 11 (as amended, the “Request for Corporate Supply Arrangement - Closed Framework” or “RCSA”);
- B. The Contractor submitted a Response to the RCSA and was selected as a CSA Holder pursuant to the terms of the RCSA, to enter into a separate, non-exclusive Corporate Supply Arrangement - Closed Framework (the “CSA”) governing eligibility to receive Service Requests pursuant to Ordering Processes for awards of Orders;
- C. The Contractor has been selected further to an Ordering Process to enter into an Order; and
- D. The Purchaser and the Contractor now wish to enter into this Order to set forth the terms and conditions upon which the Contractor will provide the Executive Coaching Services.

IN CONSIDERATION of the mutual premises set out in this Order and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

The following terms and conditions will apply to each Order formed in accordance with the provisions of the CSA.

1 DEFINITIONS

General

- 1.1 In this Order, including the Recitals, unless the context otherwise requires:
- (a) “Business Day” means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
 - (b) “Contractor” means the entity identified as the contractor on the Service Request;
 - (c) “CSA Holder” means a successful Respondent to the RCSA that has entered into a CSA with the Province;
 - (d) “Effective Date” means the Effective Date set out in the applicable Service Request;
 - (e) “Executive Coach” means the Executive Coach named in the Service Request;
 - (f) “Executive Coaching Services” means the services set out in the Service Request, as more particularly described in Part 1 of Appendix A to the CSA;
 - (g) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Order, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
 - (h) “Material” means the Produced Material and the Received Material;
 - (i) “Ministry” means any ministry or agency of the government of British Columbia;
 - (j) “Order” means this contract between the Purchaser and Contractor, which includes the Service Request, these terms and conditions, and any other documents or appendices incorporated by reference within these terms and conditions and the Service Request;
 - (k) “Ordering Process” means the second stage call off process by which a Contractor is selected by a Purchaser to enter into an Order further to section 3.6 of the CSA;
 - (l) “Order Term” means the term of the Order as described in the Service Request.
 - (m) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Order, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material;

- (n) "Public Sector Entity" means a government organization, local public body or participating jurisdiction, each as defined in the *Procurement Services Act* and includes a person, other than the government, a government organization, a local public body or a participating jurisdiction, provided the requirements set out in section 2(2) of the *Procurement Services Act* have been met, that has entered into an Access Agreement with the Province and appears on the Province's list of eligible purchasers;
- (o) "Purchaser" means the Ministry or Public Sector Entity identified as the purchaser on the Service Request;
- (p) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Order, are received by the Contractor or a Subcontractor from the Purchaser or any other person;
- (q) "Response" means the written Response to the RCSA submitted by the Contractor;
- (r) "Service Request" means the accepted written request on the form set out in Appendix C to the CSA issued by the Purchaser to the Contractor for the Executive Coaching Services; and
- (s) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4.

All capitalized terms used herein and not otherwise defined in this section will have the meanings set forth in the RCSA or the CSA, as applicable.

Meaning of "record"

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

2 EXECUTIVE COACHING SERVICES

Provision of Executive Coaching Services

- 2.1 The Contractor must provide the Executive Coaching Services in accordance with this Order.

Order Term

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

Supply of various items

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

Standard of care

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

Standards in relation to persons performing Executive Coaching Services

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

Instructions by Purchaser

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Order, then the Purchaser must pay to the Contractor:
- (a) the fees described in Appendix A – Part 2 of the CSA for the Executive Coaching Services identified in the Service Request;
 - (b) the expenses, if any, described in Appendix A – Part 2 of the CSA if they are supported, where applicable, by proper receipts and, in the Purchaser's opinion, are necessarily incurred by the Contractor in providing the Executive Coaching Services; and
 - (c) any applicable taxes payable by the Purchaser under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Purchaser is not obliged to pay to the Contractor any fees and expenses that exceed the "Maximum Amount" specified in the Service Request.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Order, the Contractor must submit to the Purchaser a written statement of account in a form satisfactory to the Purchaser including the information set out Schedule 1 upon completion of the Executive Coaching Services or at such other times as described in the Service Request.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Purchaser may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Purchaser 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 Executive Coaching Services. An amount withheld under this section must be promptly paid by the Purchaser to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Purchaser.

Appropriation

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

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

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

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Order is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Purchaser as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Purchaser,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Purchaser in connection with this Order (including as part of any Response to the RCSA or in connection with the CSA) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Executive Coaching Services and to grant any licenses under this Order, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Order; and
 - (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Order and to observe, perform and comply with the terms of this Order and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Order by, or on behalf of, the Contractor, and

- (ii) this Order has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule 3.

Security

- 5.2 The Contractor must:
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
 - (b) comply with the Security Schedule attached as Schedule 4.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Order, and not permit its disclosure or use without the Purchaser's prior written consent except:
 - (a) as required to perform the Contractor's obligations under this Order or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Order; or
 - (c) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

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

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Purchaser and the Purchaser's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Purchaser or any of the Purchaser's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Order 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, subcontractors or in connection with this Order; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule 2.

Workers compensation

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

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

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

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Purchaser’s options on default

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

Delay not a waiver

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

Purchaser’s right to terminate other than for default

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

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Purchaser terminates this Order under section 11.4:
- (a) the Purchaser must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Executive Coaching Services that was completed to the Purchaser’s satisfaction before termination of this Order; and

- (b) the Contractor must, within 30 days of such termination, repay to the Purchaser any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Executive Coaching Services that the Purchaser has notified the Contractor in writing was not completed to the Purchaser's satisfaction before termination of this Order.

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Order, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

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

Costs of mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Order, to be effective, must be in writing and delivered as follows:
 - (a) by fax to the addressee's fax number specified on the Service Request, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;

- (b) by hand to the addressee's address specified on the Service Request, in which case it will be deemed to be received on the day of its delivery; or
- (c) by prepaid post to the addressee's address specified on the Service Request, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

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

Assignment

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

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Any section of this Order (including schedules) which, by their terms or nature, are intended to survive the completion of the Executive Coaching Services or termination of this Order, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Order ends.

Schedules

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

Independent contractor

13.10 In relation to the performance of the Contractor's obligations under this Order, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Purchaser; or
- (b) an agent of the Purchaser except as may be expressly provided for in this Order.

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

Personnel not to be employees of Purchaser

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

Executive Coaches

13.12 The individuals specified as Executive Coaches of the Contractor in Appendix B to the CSA and indicated on the Service Request must perform the Executive Coaching Services, unless the Purchaser otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

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

Conflict of interest

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

Time

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

Conflicts among provisions

13.16 This Order consists of the following parts, which prevail in the following order to the extent of any conflicts:

- (a) the Service Request;
- (b) these Order terms and conditions; and
- (b) any Schedule attached to these Order terms and conditions, with the body of the Schedule prevailing over any attachments to the Schedule except as specified otherwise in the Schedule or attachment.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Governing law

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

14 INTERPRETATION

14.1 In this Order:

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

15 EXECUTION AND DELIVERY OF ORDER

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

Schedule 1 – Invoicing and Statements of Account

1. STATEMENTS OF ACCOUNT:

Payment Frequency: *<Author, set out milestones or other frequency of invoicing appropriate for the Executive Coaching Services, for example monthly or at completion of Executive Coaching Services. >*

Statements of Account: In order to obtain payment of any fees and expenses under this Order, the Contractor must deliver to the Purchaser a written statement of account in a form satisfactory to the Purchaser containing:

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

2. PAYMENTS DUE:

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

Schedule 2 – 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 Purchaser:
 - (a) 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 Order and this insurance must
 - (i) include the Purchaser as an additional insured,
 - (ii) be endorsed to provide the Purchaser 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 Purchaser.

3. The Contractor must provide the Purchaser with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Executive Coaching Services, the Contractor must provide to the Purchaser evidence of all required insurance in the form of a completed Purchaser 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 Purchaser 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 Purchaser at any time, the Contractor must provide to the Purchaser 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 3 – 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*;
 - (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 Order or any previous agreement between the Purchaser and the Contractor dealing with the same subject matter as the Order 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; and
 - (e) “**privacy course**” means the Purchaser’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Purchaser to comply with the Purchaser'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 Order otherwise specifies or the Purchaser 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 Order.
4. Unless the Order otherwise specifies or the Purchaser otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Order otherwise specifies or the Purchaser 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 Purchaser to answer questions about the Contractor’s collection of personal information.

Privacy Training

6. The Contractor must ensure that each person who will provide services under the Order that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.
7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

8. 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 Purchaser to make a decision that directly affects the individual the information is about.

Requests for access to personal information

9. If the Contractor receives a request for access to personal information from a person other than the Purchaser, the Contractor must promptly advise the person to make the request to the Purchaser unless the Order expressly requires the Contractor to provide such access and, if the Purchaser has advised the Contractor of the name or title and contact information of an official of the Purchaser 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. Within 5 Business Days of receiving a written direction from the Purchaser to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
11. When issuing a written direction under section 10, the Purchaser must advise the Contractor of the date the correction request to which the direction relates was received by the Purchaser in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, 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 Purchaser, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the Purchaser, the Contractor must promptly advise the person to make the request to the Purchaser and, if the Purchaser has advised the Contractor of the name or title and contact information of an official of the Purchaser 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

14. 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 Order.

Storage and access to personal information

15. Unless the Purchaser 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

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

Use of personal information

17. Unless the Purchaser 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 Order.

Disclosure of personal information

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

19. Unless the Order otherwise specifies or the Purchaser otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. 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 Purchaser 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

21. 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 Purchaser. 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

22. In addition to any other rights of inspection the Purchaser may have under the Order or under statute, the Purchaser 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

23. 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 Purchaser under this Schedule.
24. 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

25. 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 Purchaser 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 Order

26. In addition to any other rights of termination which the Purchaser may have under the Order or otherwise at law, the Purchaser may, subject to any provisions in the Order establishing mandatory cure periods for defaults by the Contractor, terminate the Order 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

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Order and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Order.
30. If a provision of the Order (including any direction given by the Purchaser 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 Order (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Order or, subject to section 32, the law of any jurisdiction outside Canada.
32. 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 4 – Security Schedule

Definitions

1. In this Schedule:

- (a) **“Device”** means any device to manage, operate or provide the Executive Coaching Services or to connect to any Systems or any Purchaser system or network, or that is capable of storing any Protected Information, and includes any workstation or handheld device the Contractor authorizes Personnel to use in relation to this Order;
- (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the Executive Coaching Services, or to house Systems or records containing Protected Information;
- (c) **“Least Privilege”** means the principle requiring that each subject in a system be granted the most restrictive set of privileges (or lowest clearance) needed for the performance of authorized tasks so as to limit the damage that can result from accident, error or unauthorized use;
- (d) **“Need-to-Know”** means the principle where access is restricted to authorized individuals whose duties require such access and not merely because of status, rank or office;
- (e) **“Personnel”** means all individuals hired or used by the Contractor and Subcontractors to perform the Contractor’s obligations under this Order, including unpaid volunteers and the Contractor or a Subcontractor if an individual;
- (f) **“Policies”** means the intentions and directions of an organization or part of it, as expressed in record form by its top management (including, for example, policies, directions, standards, practices, procedures and guidelines);
- (g) **“Protected Information”** means any and all:
 - (i) “personal information” as defined in the Privacy Protection Schedule if attached;
 - (i) information and records of information the Contractor is required to treat as confidential under this Order; and
 - (ii) records, the integrity or availability of which are to be preserved by the Contractor under this Order, which in the case of records not falling within (i) or (ii), are marked or instructed by the Purchaser to be so preserved or otherwise treated as “Protected Information” under this Order;
- (h) **“Security Event Logs”** means any logs (also known as audit records) of events, notifications or alerts that any component of any Device or other device (not limited to security device), or any Systems or other system or software is technically capable of producing in relation to its status, functions and activities that may be used for such purposes as security investigations, auditing, monitoring and determining security incidents (examples of components capable of producing such logs include firewalls, intrusion prevention systems, routers, switches, content filtering, network traffic flow logs, networks, authentication services, directory services, dynamic host configuration protocols, dynamic naming services, hardware platforms, virtualization platforms, servers, operating systems, web servers, databases, applications, application firewalls);
- (i) **“Systems”** means any systems, subsystems, equipment, infrastructure, networks, management networks, servers, hardware and software the Contractor uses in relation to this Order, including for managing, operating or providing the Executive Coaching Services, but excluding any the Purchaser owns or makes available to the Contractor for the Contractor to use in relation to this Order;
- (j) **“Tenancy”** means those components of the Systems that:

- (i) directly access and store Protected Information,
 - (i) relate to Protected Information or the Purchaser's tenancy activities, or
 - (ii) are customer facing and managed by the Purchaser in its use of the Executive Coaching Services; and
- (k) **"Tenancy Security Event Logs"** means Security Event Logs that relate to Tenancy, including:
- (i) log-on/log-off information about Purchaser user activities, and
 - (i) application logs, web server log, file server logs, database logs of applications, web servers, file servers or database servers or any other logs that directly store, access or contain Protected Information.

Additional obligations

2. The Contractor must comply with Appendix G1 if attached.

PERSONNEL

Confidentiality agreements

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

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Purchaser (including to any system, network or device the Purchaser makes available to the Contractor) in relation to this Order, if, after:
 - (a) verifying their identity and relevant education, professional qualifications and employment history;
 - (b) completing a criminal record check that is updated at least every five years;
 - (c) requiring Personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law;
 - (d) performing any additional screening this Order or applicable law may require; and
 - (e) performing any additional background checks the Contractor considers appropriate,the Contractor is satisfied that the individual does not constitute an unreasonable security risk.
5. If any criminal record check or proactive disclosure reveals a prior criminal offence or pending criminal matter, the Contractor must make a reasonable determination of whether the applicable person constitutes an unreasonable security risk, taking into consideration the duties of the individual and the type and sensitivity of information to which the individual may be exposed.
6. If the Contractor is an individual, the Purchaser may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

7. Unless otherwise specified in this Order, the Contractor must ensure all Personnel complete any relevant information security training, at the Contractor's expense, before they provide any Executive Coaching Services, or receive or are given access to any Protected Information or any system, device or secure facility of the Purchaser, and thereafter at least annually.

Security contact

8. If not set out elsewhere in this Order, the Contractor (but not a Subcontractor) must provide in writing to the Purchaser the contact information for the individual who will coordinate compliance by the Contractor and all Subcontractors and act as a direct contact for the Purchaser on matters relating to this Schedule.

Supply chain

9. The Contractor must ensure that the security requirements of those in its upstream and downstream supply chain are documented, followed, reviewed, and updated on an ongoing basis as applicable to this Order.

GENERAL POLICIES AND PRACTICES

Information security policy

10. The Contractor must have an information security Policy that is:
 - (a) based on recognized industry standards; and
 - (b) reviewed and updated at least every three years.

Compliance and Standard for Security Controls

11. Unless this Order otherwise specifies, the Contractor must apply controls and security management practices to manage or operate Protected Information and Systems, Devices, and Facilities that are compliant with or equivalent to the following Purchaser's Policies accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>:
 - (a) "Information Security Policy";
 - (b) government wide IM/IT Standards; and
 - (c) sector or ministry specific IM/IT Standards, if any applicable to the Purchaser ministry, agency or other representative receiving the Executive Coaching Services.

Contractor security risk assessments

12. The Contractor must undertake a security threat and risk assessment against an industry security standard before placing any new or materially changed Systems or services into production.

Change control and management

13. The Contractor must:
 - (a) implement and maintain change control processes for Facilities, Systems and Devices in line with applicable security best practices to reduce security-related risks with respect to implemented significant changes; and
 - (b) ensure that adequate testing of any change is completed before the change is put into production.

Backups and restores

14. The Contractor must ensure that:
 - (a) it has a backup Policy that is followed and is reviewed, updated and tested at least annually;
 - (b) backups are taken and tested in accordance with the Contractor's backup Policy, but in any event at least annually; and
 - (c) frequency and completeness of backups is based on reasonable industry practice.

Business continuity plan and disaster recovery plan

15. The Contractor must ensure that it has a documented business continuity plan and a disaster recovery plan that is reviewed at least annually.
16. The Contractor must ensure that Facilities and Systems are protected from loss, damage or other occurrence, including fire and environmental hazards and power interruptions, that may result in any of those Facilities and Systems being unavailable when required to provide the Executive Coaching Services.

Security Incident Response and Management

17. The Contractor must ensure that it has a security incident management Policy and response plan that is reviewed at least annually.

PROTECTED INFORMATION AND DATA SECURITY

Encryption

18. The Contractor must ensure that:
 - (a) encryption of data at rest is implemented and is maintained in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure, for all Protected Information stored on Systems and Devices; and
 - (b) encryption end-to-end is implemented for all Protected Information in transit.

No storage on unencrypted portable media

19. The Contractor must ensure that no Protected Information is stored on portable media for transport outside of the Facilities or Systems without both the prior written approval of the Purchaser and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections **Error! Reference source not found.** and **Error! Reference source not found.**, encryption must comply with the Purchaser's "Cryptographic Standards for Information Protection" accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>.

Isolation controls and logical isolation of data

21. The Contractor must implement and maintain the logical isolation of Protected Information, in effect, uninterrupted, and active at all times, even in the case of equipment or technology failure.

ACCESS AND AUTHENTICATION

User Identifiers

22. The Contractor must assign and ensure that user identifiers are unique and personal for log in to Systems and Devices.

Access

23. The Contractor must implement, follow, and regularly review and update, access control Policies that address, without limitation, onboarding, off-boarding, transition between roles, regular access reviews, limit and control use of administrator privileges and inactivity timeouts for Facilities, Systems and Devices within the Contractor's control.
24. The Contractor must ensure that all access to Protected Information and to Facilities, Systems and Devices is based Least Privilege and Need-to-Know" based on role and responsibilities. The Contractor must identify and segregate conflicting duties and areas of responsibility to reduce incidents of fraud and other abuse.
25. The Contractor must verify an individual's identity before assigning the individual a unique identifier that would give them access to Facilities, Systems or Devices.
26. The Contractor must implement a formal user registration process for Personnel that includes:
 - (a) verification of access levels;
 - (a) creating and maintaining records of access privileges;
 - (b) audit processes; and
 - (c) actions to ensure access is not given before approval is granted by the Contractor.
27. The Contractor must maintain a current and accurate inventory of computer accounts and review the inventory on a regular basis to identify dormant, fictitious or unused accounts.
28. The Contractor must implement a monitoring process to oversee, manage and review Personnel access rights and roles at regular intervals.
29. The Contractor must ensure that all Systems and Devices:
 - (a) are configured in alignment with industry standards;
 - (b) enforce a limit of consecutive invalid logon attempts by a user during a predetermined time period;
 - (c) automatically lock the applicable account and Systems after failed logon failures;
 - (d) limit the number of concurrent sessions;
 - (e) prevent further access to Systems by initiating a session lock; and
 - (f) provide the capability of disconnecting or disabling remote access to the Systems.

Authentication

30. The Contractor must use or require complex passwords or personal identification numbers (PINs) that are not shared, default or blank and that are encrypted (not displayed) when entered, biometric accesses, keys, smart cards,

other logical or access controls, or combinations of them, to control access to Protected Information and to Systems and Devices.

31. The Contractor must ensure that Systems for password-based authentication:
 - (a) enforce minimum password complexity, including requiring passwords to be case sensitive, contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
 - (b) change authentication passwords regularly at predetermined intervals, but at a minimum semi-annually;
 - (c) store and transmit only encrypted representations of passwords;
 - (d) enforce password minimum and maximum lifetime restrictions;
 - (e) prohibit password reuse;
 - (f) prevent reuse of identifiers; and
 - (g) disable the identifier after ninety days of inactivity.

Highly sensitive Protected Information

32. If this Order or the Purchaser under this Order indicates that any Protected Information is highly sensitive, the Contractor must also ensure that Systems enforce with respect to that Protected Information:
 - (a) two-factor authentication for access;
 - (b) enhanced logging that logs all accesses;
 - (c) request based access; and
 - (d) no standing access rights.

SECURITY EVENT LOGS

Log generation, log retention and monitoring

33. The Contractor must ensure that logging of Security Event Logs is enabled on all applicable Systems components
34. The Contractor must retain Security Event Logs for the Systems online for a minimum of 90 days and either online or off-line for an additional period of time adequate to enable the Contractor to conduct effective security investigations into suspected or actual security incidents.
35. The Contractor must retain Tenancy Security Event Logs online for a minimum of 90 days and either:
 - (a) such additional period of time as the Purchaser may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Purchaser to retain the Tenancy Security Event Logs,to enable the Purchaser to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Purchaser's request, the Contractor must ensure that the Tenancy offers the technical capability for the Purchaser to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Purchaser's security information and event management system or to an external log storage and retention system.

37. The Contractor must review Security Event Logs regularly to detect potential security incidents, using automated tools or equivalent processes for the monitoring, review, correlating and alerting of Security Event Logs.

PURCHASER PROPERTY

Access to Purchaser facilities, systems or networks

38. If the Purchaser makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Order, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Purchaser's Policies then applicable to their acceptable use, access and protection accessible at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures>, including:
- (a) "Appropriate Use Policy" (as also referenced in chapter 12 of the Purchaser's "Core Policy and Procedures Manual");
 - (b) "Information Security Policy";
 - (c) government wide IM/IT Standards; and
 - (d) sector or ministry specific IM/IT Standards, if any applicable to the Purchaser ministry, agency or other representative receiving the Executive Coaching Services.
39. The Purchaser has the rights to:
- (a) not make any particular Purchaser facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Purchaser on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (a) not permit connection to any particular Purchaser system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (b) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Purchaser facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information incidents and protect the Purchaser's assets, including records, in compliance with applicable laws, including the *Freedom of Information and Protection of Privacy Act* and *Information Management Act*, and the Purchaser's Policies; and
 - (c) limit or revoke access to any Purchaser systems, facility or device at its discretion.

Application development

40. If the Executive Coaching Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Purchaser's Policies applicable to application development standards. The Contractor must use secure application development practices for the development of the software.

FACILITIES, SYSTEMS, DATABASE AND DEVICE SECURITY

Physical security

41. The Contractor must ensure that adequate physical controls and processes are implemented to ensure that only authorized persons have physical access to the Facilities and Systems.
42. The Contractor must develop, document, and disseminate a physical and environmental protection Policy that it reviews at least annually.

43. The Contractor must review physical access logs at least once monthly.
44. The Contractor must ensure that physical security of any Systems or Facilities being used or capable of being used to house Protected Information meets a standard as would be reasonably expected to provide adequate protection based on the value of the data being protected and the environment in which the Systems or Facilities are located. At a minimum, this should include:
 - (a) hardening of the perimeter of the Facilities;
 - (b) physical separation of public and restricted spaces;
 - (c) Intrusion Alarm System (IAS) partitioned to ensure areas containing Protected Information are protected at all times;
 - (d) Access Control Systems (ACS) and/or Key Management processes; and
 - (e) visitor and identity management processes – including access logs and identification badges.

Separation of production from test environments

45. The Contractor must not use any production data in any development, test or training environments used for the Executive Coaching Services without the Purchaser's prior written consent. If the Purchaser gives such consent, the production data must, at minimum, be obfuscated (for example, by using data masking functionality).
46. The Contractor must keep its development, test and training environments separate from its production environments used for the Executive Coaching Services at all times, even in case of failure.

Systems (including servers) hardening

47. The Contractor must:
 - (a) harden all Systems against attack and misuse, using appropriate security best practices for the hardening of the specific deployed platform, before placing those Systems into production;
 - (b) ensure that all unsecured and unneeded ports, services, applications, protocols and network communicating applications are uninstalled or disabled on all Systems;
 - (c) applying Least Privilege, ensure that the Contractor only configures and makes operational ports, services, applications, protocols and network communicating applications based on the functional requirements of the respective Systems;
 - (d) ensure that default passwords and shared accounts are not used for any Systems; and
 - (e) in relation to Systems, implement server hardening using configuration security best practices (for example, Center for Internet Security, Inc. (CIS) Benchmarks or equivalent) for any server operating systems, server virtualization, server middleware (for example, web servers and database servers) and application servers.

Perimeter controls (firewall and intrusion prevention system) and network security

48. The Contractor must:
 - (a) implement stateful packet inspection firewalls to control traffic flow to and from Systems and Tenancy at all times, and configure the stateful packet inspection firewalls applying security best practices and Least Privilege;

- (b) implement an intrusion prevention System to control and filter traffic flow leaving and entering Systems and Tenancy at all times, and configure the intrusion prevention System applying security best practices; and
- (c) implement a secure network perimeter and network segmentation for Systems, with ingress and egress points that are known and controlled.

Application firewall

49. The Contractor must implement application layer firewalls on Systems:

- (a) at such level of protection as the Purchaser may instruct; and
- (b) to detect and mitigate application attacks (for example, brute force, OWASP Top 10, SQL injection, cross site scripting).

Management network

50. The Contractor must ensure that for any Systems:

- (a) the management network remains logically separated from any other zone and is not directly accessible from the Internet;
- (b) the management network is internally segmented, with each server's dedicated network interface on its own segmented network and that interfaces on the management network do not have visibility to each other; and
- (c) all access to the management network is strictly controlled and exclusively enforced through a secure access gateway, bastion host or equivalent.

Remote management and secure access gateway

51. The Contractor must perform any remote management of Systems or Devices in a secure manner, using encrypted communication channels and adequate access controls.

Database security

52. The Contractor must ensure that for any Systems:

- (a) database maintenance utilities that bypass controls are restricted and monitored;
- (b) there is a formal approval process in place for handling requests for disclosure of database contents or for database access, including steps to evaluate privacy impacts and security risks of such requests; and
- (c) methods to check and maintain the integrity of the data are implemented (for example, consistency checks and checksums).

53. For database security, the Contractor must implement logical isolation and encryption of Protected Information.

Device security and antivirus scanning

54. The Contractor must ensure all Devices:

- (a) have antivirus and malware protection as appropriate for the particular Device active at all times;
- (b) are configured to perform antivirus scans at least once per week;
- (c) have host based firewall configured, enabled and active at all times; and

- (d) have all patches and appropriate security updates installed for the operating system and all installed software.

VULNERABILITY PREVENTION, SCANNING AND MANAGEMENT

Proactive management

- 55. The Contractor must:
 - (a) obtain information in a timely basis about technical vulnerabilities relating to Systems and Devices; and
 - (b) implement processes to stay current with security threats.

Patching

- 56. The Contractor must patch all Systems regularly in line with security best practices and ensure that current software, operating systems and application patching levels are maintained.
- 57. The Contractor must ensure that all Systems have all patches installed on a regular schedule, within the time frame recommended by the manufacturer unless the Purchaser otherwise consents in writing.
- 58. The Contractor must ensure that vulnerabilities are remedied and patches installed on an accelerated basis for zero-day, critical and high vulnerabilities. For zero-day vulnerabilities, the Contractor must implement appropriate mitigation measures promptly on notification of the zero-day vulnerability. The Contractor must remediate zero-day, high and critical vulnerabilities through patching, decommission, or compensating controls.
- 59. The Contractor must patch high vulnerabilities within 30 days or less of discovery and patch medium vulnerabilities within 90 days or less of discovery.

Vulnerability Scanning

- 60. The Contractor must ensure that a vulnerability scan is completed on components of all Systems:
 - (a) with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Purchaser otherwise consents in writing.

Web application vulnerability scanning

- 61. The Contractor must ensure that a vulnerability scan is completed on any web applications used for Tenancy or in any other Systems:
 - (a) and on any major changes to such web applications, with any identified vulnerabilities remedied, before being placed into production; and
 - (b) on a regular schedule, set at a minimum of one scan per quarter, unless the Purchaser otherwise consents in writing.

Antivirus and malware scanning

- 62. The Contractor must ensure that all Systems servers:
 - (a) have antivirus and malware protection configured, active and enabled at all times;
 - (b) have antivirus and malware definitions updated at least once a day; and

- (c) are configured to undergo a full anti-virus scan for latent infections (to detect infections missed by the real-time agent) at least once a week.

DISPOSALS

Asset disposal

- 63. The Contractor must ensure that all disposals of assets used in providing or relating to the Executive Coaching Services are done in a secure manner that ensures that Protected Information cannot be recovered.

Asset management

- 64. The Contractor must have asset management and disposal Policies that are followed, and reviewed and updated regularly in line with security best practices, and that address hardware, software and other critical business assets.
- 65. The Contractor must keep an asset management inventory that includes the name of the System, location, purpose, owner, and criticality, with assets added to inventory on commission and removed on decommission.

Information destruction and disposal

- 66. Unless this Order otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Purchaser in writing to dispose or deliver them as instructed.
- 67. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Purchaser; and
 - (b) any backup, transitory and extra copies of records that contain Protected Information or Tenancy Security Event Logs when no longer needed in relation to this Order.
- 68. The Contractor must ensure that Protected Information and Tenancy Security Event Logs on magnetic media are securely wiped by overwriting using procedures and adequate media wiping solutions, degaussing, or other method in line with security best practices for disposal of media.

NOTICES, INCIDENTS AND INVESTIGATIONS

Notice of demands for disclosure

- 69. In addition to any obligation the Contractor may have to notify or assist the Purchaser under applicable law or this Order, including the Privacy Protection Schedule if attached, if the Contractor is required (including under an enactment or a subpoena, warrant, order, demand or other request from a court, government agency or other legal authority) to produce, provide access to or otherwise disclose any Protected Information, the Contractor must, unless prohibited by applicable law, immediately notify and provide reasonable assistance to the Purchaser so the Purchaser may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

- 70. The Contractor must fully co-operate with the Purchaser to enable the Purchaser to comply with e-discovery and legal hold obligations.

Incidents

- 71. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Order, if, during or after the Term, the Contractor discovers a suspected or

actual unwanted or unexpected event or series of events that threaten the privacy or security of Protected Information (including its unauthorized access, collection, use, disclosure, alteration, storage or disposal) or Tenancy, whether accidental or deliberate, the Contractor must:

- (a) immediately report the particulars of such incident to, and follow the instructions of, the Purchaser, confirming any oral report with a notice in writing to the Purchaser as soon as reasonably practicable (if unable to contact the Purchaser's contract manager or other designated contact for this Order, the Contractor must follow the procedure for reporting and managing information incidents on the Purchaser's website at <https://www2.gov.bc.ca/gov/content/governments/services-for-government/information-management-technology/information-security/information-incidents>; and
- (b) make every reasonable effort to recover the records containing Protected Information and contain and remediate such incident, following such reasonable instructions as the Purchaser may give.

Investigations support and security investigations

72. The Contractor must:

- (a) conduct security investigations in the case of incidents (including any security breach or compromise) affecting Devices, Facilities, Systems, Tenancy or Protected Information, collecting evidence, undertaking forensic activities and taking such other actions as needed;
- (b) provide the Purchaser with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Purchaser's request, provide the Purchaser with any logs relating to such investigation reports as validation/confirmation of such investigation, which the Contractor may sanitize first; and
- (d) maintain a chain of custody in all such security investigations it undertakes.

73. Upon the Purchaser's request, the Contractor must:

- (a) provide investigative support to the Purchaser to enable the Purchaser to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Purchaser with timely access via an on-line, real-time GUI (Graphic User Interface) facility to any Tenancy Security Event Logs and to other Security Event Logs for Systems (the latter of which the Contractor may sanitize first to mask or remove, for example, data pertaining to the Contractor's customers) to assist the Purchaser in conducting the Purchaser's security investigations, or in case of technical limitations, other method acceptable to the Purchaser (for example, on-site visits to enable direct access to those Security Event Logs).

74. The Contractor must work with and support the Purchaser if the Purchaser needs assistance in legal proceedings in relation to security investigations related to Protected Information or Tenancy.

Purchaser Security Threat and Risk Assessment ("STRA") support

75. The Contractor must, via its technical and security resources, support the Purchaser in completing a STRA for the Executive Coaching Services and to otherwise assess the risks associated with the Executive Coaching Services, including by providing all information and documentation (for example, architecture diagrams, service architecture, controls architecture and technical information), which the Contractor may sanitize first and that the Purchaser may reasonably require for such purpose.

Notification of changes

76. The Contractor must notify the Purchaser of any changes to its security Policies, management practices and security controls described in this Order that may potentially negatively impact the security of Tenancy, Protected Information, or those Systems providing the Executive Coaching Services.

Compliance verification

77. Upon the Purchaser's request, the Contractor must provide, at no additional cost, the following security reports to the Purchaser at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Executive Coaching Services; and
 - (b) patch status reports for those Systems providing the Executive Coaching Services.
78. In addition to any other rights of inspection the Purchaser may have under this Order or under statute, the Purchaser has the rights, at any reasonable time and on reasonable notice to the Contractor, to:
- (a) request the Contractor to verify compliance with this Schedule and to keep security controls documentation or records to support compliance; and
 - (b) enter on the Contractor premises and Facilities to inspect and to validate the Contractor's compliance with the security obligations under this Order
79. The Contractor must permit, and provide reasonable assistance to, the exercise by the Purchaser of the Purchaser's rights under this section. If any non-compliance or deficiency is found, the Purchaser may (in addition to any other rights it may have) require the Contractor, at the Contractor's expense, to develop and implement a corrective action plan within a reasonable time.

Notice of non-compliance

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

MISCELLANEOUS

Interpretation

81. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
82. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Order and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
83. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
84. If a provision of this Schedule conflicts with a documented process required by this Schedule to be created or maintained by the Contractor, the provision of the Schedule will prevail to the extent of the conflict.

Referenced documents

85. Policies and other documents of the Purchaser referenced in this Schedule may be updated or replaced by the Purchaser from time to time without notice, and if not found at the hyperlink or URL provided or via the Purchaser's main website at <http://www.gov.bc.ca>, be obtained from the Purchaser's contact for this Order.

Survival

86. Sections 63, 66, 67, 68, 69, 70, and 71 and other obligations of the Contractor in this Schedule which, by their terms or nature, are intended to survive the completion of the Executive Coaching Services or the termination of this Order, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Order ends.

