

CSA #: _____

**CORPORATE SUPPLY ARRANGEMENT -
CLOSED FRAMEWORK**
For
Hydrotechnical, Geotechnical and Structural Engineering Services
**for one or more phases of Emergency Management: Mitigation, Preparation,
Response and Recovery**

BETWEEN

**HIS MAJESTY THE KING IN RIGHT OF
THE PROVINCE OF BRITISH COLUMBIA,
as represented by the
Minister of Citizens' Services**

AND

<<<insert LEGAL NAME OF CSA HOLDER>>>

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**Hydrotechnical, Geotechnical and Structural Engineering Services for one or more phases of
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CORPORATE SUPPLY ARRANGEMENT - CLOSED FRAMEWORK for

Hydrotechnical, Geotechnical and Structural Engineering Services for one or more phases of Emergency Management: Mitigation, Preparation, Response and Recovery

This CSA is made to be effective as of the <<<insert day>>> day of *November*, 2022 (the “Effective Date”):

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Citizens’ Services
(the “Province”)

AND:

<<<insert LEGAL NAME OF CSA HOLDER, doing business as name if different, type of business association and jurisdiction of formation or continuance, registration details, including any extraterritorial registration in British Columbia, and street address>>>
(the “CSA Holder”)

RECITALS:

- A. Acting under the *Procurement Services Act* (British Columbia), the Province, through *the Purchasing Services Branch* in the Ministry of Citizens’ Services, issued a Request for Corporate Supply Arrangement - Closed Framework, for Hydrotechnical, Geotechnical and Structural Engineering Services for one or more phases of Emergency Management: Mitigation, Preparation, Response and Recovery under Opportunity ID <<<insert>>>, as subsequently amended by Addenda 1 though <<<insert or delete phrase if none>>> (<<<as amended>>>), the “Request for Corporate Supply Arrangement – Closed Framework” or “RCSA”;
- B. The CSA Holder submitted a Response to the RCSA (the “Response”) and was selected pursuant to the terms of the RCSA, to enter into a non-exclusive Corporate Supply Arrangement - Closed Framework (the “CSA”); and
- C. The Province and the CSA Holder now wish to enter into this CSA to set forth the terms and conditions governing the Ordering Process and upon which a Contractor will be engaged through an Order to provide the Services, as described in this CSA.

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

Article 1 – INTERPRETATION

1.1 Definitions

In this CSA, unless the context otherwise requires:

“**Access Agreement**” means the agreement between a Public Sector Entity and the Province, which enables the Public Sector Entity to engage in an Ordering Process under this CSA;

“Business Day” means a day, other than a Saturday or Sunday or a statutory holiday, on which provincial government offices are open for normal business in British Columbia;

“Contractor” means a CSA Holder that has entered into an Order with a Purchaser;

“Fees” means the fees and charges set out in Part 2 of Appendix A to the CSA;

“Insolvency Event” means any of the following:

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

“Ministry” means any ministry or agency of the government of British Columbia;

“Order” means a contract resulting from an Ordering Process between a Purchaser and Contractor, which includes a fully executed Service Request, the terms and conditions set out in Appendix C to this CSA, and any other documents or Appendices to the CSA as may be incorporated by reference within the Order and the Service Request;

“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 CSA;

“Pacific Time” means the time in effect at the applicable time in Victoria, BC, pursuant to section 26 of the *Interpretation Act* (British Columbia), as may be amended;

“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;

“Purchaser” means a Ministry or Public Sector Entity;

“Service Request” means a written request on the form set out in Appendix B issued by a Purchaser to a CSA Holder pursuant to an Ordering Process as set out in section 3.6 for the provision of Services as identified in the Service Request;

“Services” means hydrotechnical, geotechnical and structural engineering services to support one or more of the four phases of emergency management; a high-level description is set out in Part 1 of Appendix A of this CSA; and

“Term” has the meaning given in section 2.2.

1.2 Calculation of Time

In this CSA, unless specified otherwise:

- a. a reference to time is to Pacific Time;

- b. time is of the essence with regard to times, dates and periods specified in this CSA and any later times, dates and periods substituted by agreement in writing; and
- c. in calculating a period of time expressed as days, weeks, months or years, the first day must be excluded and the final day included.

1.3 Interpretation

In this CSA, unless specified otherwise:

- a. attached Appendices (including their Schedules, if any), are made part of this CSA;
- b. headings do not form part of this CSA;
- c. use of the singular includes the plural and vice versa;
- d. “includes” and “including” are not intended to be limiting;
- 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. nothing operates as a permit, license, approval or other statutory authority the CSA Holder may be required to obtain from the Province or any of its agencies or any Purchasers to provide the Services;
- g. a reference to this CSA or an Order refers to it as duly amended, assigned and novated by the parties at the applicable time and a reference to any other document or to a URL refers to it as novated, altered or replaced at the applicable time; and
- h. all references to money are to Canadian dollars.

1.4 No Fetter

Nothing in or under this CSA, including any requirement to use reasonable or best efforts, act reasonably or in good faith, or not unreasonably withhold consent or approval, will require the Province to act contrary to or interfere with or otherwise fetter the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

1.5 Conflicts between Parts of CSA

No Order made pursuant to this CSA forms part of this CSA. Subject to the foregoing, this CSA consists of the following parts, which prevail in the following order to the extent of any conflict:

- a. the body of this CSA;
- b. the Appendices attached to this CSA, with the body of an Appendix prevailing over any Schedules to the Appendix, except as specified otherwise in the Appendix or Schedule; and then
- c. any documents incorporated by reference into this CSA.

Article 2 – APPOINTMENT AND TERM

2.1 Appointment

Subject to the terms and conditions in this CSA, the Province appoints, and the CSA Holder accepts the appointment of, the CSA Holder as a non-exclusive CSA Holder eligible during the Term to engage in Ordering Processes and be considered for awards of Orders pursuant to the Ordering Process as set out in section 3.6.

2.2 Term

Unless terminated earlier in accordance with this CSA or by operation of law or extended pursuant to subsection 2.3 of this section 2, the term of this CSA begins as of the Effective Date and continues in effect until it expires on December 31, 2025 (the “Term”).

2.3 Extensions

The Province may, at its sole discretion, offer to extend this CSA on the same terms and conditions for up to four (4) additional one-year periods by providing the CSA Holder with written notice 30 days prior to the end of the Term. The CSA Holder acknowledges that the Province gives no assurance, express or implied, that the Province will exercise its extension rights.

2.4 Effect of Extension of CSA Term on Orders

Any extension of the Term of the CSA will not affect the terms and conditions of any Order.

Article 3 – CORPORATE SUPPLY ARRANGEMENT – CLOSED FRAMEWORK

3.1 Corporate Supply Arrangement – Closed Framework - General

This CSA is an agreement between the Province and the CSA Holder governing the process and the terms and conditions upon which a Contractor will be engaged by a Purchaser through an Ordering Process, and, if successful, an Order, to provide the Services.

3.2 Purchasers

Any Service Request issued under this CSA will indicate the potential Purchaser. Purchasers may include any Ministry of the Province and any Public Sector Entity.

3.3 Verification of Purchasers

If the Purchaser is not a Ministry, the CSA Holder is responsible for checking the list of eligible Public Sector Entities or otherwise verifying that the entity issuing an Ordering Process is on the list of eligible Public Sector Entities before entering into an Order. If the CSA Holder is contacted pursuant to an Ordering Process by an entity other than an eligible Public Sector Entity, the CSA Holder will promptly notify the Province.

3.4 Orders

The CSA Holder agrees that:

- a. Orders may be formed only with Purchasers and only in accordance with the Ordering Process set out in section 3.6 below;
- b. despite section 12.19, the Province may modify any provisions in Appendix B at any time during the Term, by giving notice to the CSA Holder, whether or not verified received in the case of notice given by email, and the modified Appendix B will be effective the date indicated in the notice;
- c. the Purchaser will issue a Service Request by email in the form set out in Appendix B, as may be revised by a notice sent, further to section 3.5 below, to the email address set out for each CSA Holder in section 12.2 of this CSA;
- d. Orders will be on the terms and conditions set out in Appendix C – Order Terms and Conditions; and
- e. any Order will be between the CSA Holder and the Purchaser named in the Order only and not with the Province as a party or guarantor by reason of the Province being a party to this CSA.

3.5 Purchaser - Public Sector Entity

The CSA Holder acknowledges and agrees that:

- a. in a Service Request a Purchaser will have the option of modifying the terms and conditions set out in Appendix C to the extent necessary to address specific travel reimbursement and payment of account policies, insurance, privacy, confidentiality and security requirements, and any governmental authority directives binding the Public Sector Entity;
- b. if the CSA Holder accepts all terms and conditions as modified in the Services Request in accordance with subparagraph (a) above, the CSA Holder will sign and deliver the Service Request;

- c. if the CSA Holder does not accept all terms and conditions as modified in the Service Request in accordance with subparagraph (a) above, the CSA Holder will not sign and deliver the Service Request;
- d. each Public Sector Entity is solely responsible for complying with its obligations, including with respect to payment, in Order(s) between it and the Contractor; and
- e. nothing in this CSA or any resulting Order will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Contractor, and the Province disclaims any and all liability in respect of any Order made by a Public Sector Entity.

3.6 **Ordering Process**

The CSA Holder agrees to the following call off Ordering Process:

- a. The Purchaser may, as and when required, issue a Service Request for the Services in its sole discretion in accordance with any one of the Call-Off options set out in Sections 3.7 and 3.8. The choice of call-off option is at the Purchaser's sole discretion.
- b. An Order resulting from a Service Request will terminate:
 - i. on the date indicated on the Order; or
 - ii. when otherwise cancelled or terminated by the Purchaser.
- c. Neither this Agreement, nor a Service Request, nor an Order, operates as a permit, license, approval or other statutory authority which the CSA Holder may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement, or in a Service Request, is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
- d. Any Order, or modification to it, contemplated by this Agreement, to be effective, must be confirmed in writing by the Parties and delivered to each of them by any means provided for in section 12.2.
- e. The Purchaser may, in its sole discretion, cancel an Order. If the Purchaser cancels an Order, the Purchaser will pay to the CSA Holder according to the terms and conditions of Schedule 1 – Statements of Account.

3.7 **Selective Criteria Service Requests**

The Purchaser may identify specific areas of expertise, skills, background or experience, or physical location or availability, as "specific requirements" for a particular Service Request and follow the selective criteria ordering process set out below:

- a. The Purchaser will review each CSA for the applicable Services and identify the CSA Holder it thinks best meets the specific requirements needed for the Service Request.
- b. The Purchaser will issue a Service Request to the applicable CSA Holder identified pursuant to 3.7(a) above.
- c. The CSA Holder will respond to the Service Request within 24 hours or within the timeframe set out in the Service Request, whichever is earlier, indicating whether the CSA Holder has the capacity to accept the Service Request.
- d. If the CSA Holder does not respond to the Service Request within the timeframe required, then it will have waived its right to provide Services under the Service Request and the Purchaser will repeat the process in Section 3.7(a) and (b) above as applicable and this process will continue until a CSA Holder accepts the Service Request.
- e. If no CSA Holder accepts a Service Request, the Purchaser may, in its sole discretion, procure the Service by any other means, including use of other agreements, or by other procurement or contracting methods.

- f. If the CSA Holder accepts the Service Request within the relevant timeframe, the Purchaser will countersign the Service Request, and enter into an Order with that CSA Holder and the Services will be delivered on the terms and conditions and at the pricing set out in the Order.

3.8 Competitive Service Requests

For Service Requests where the Purchaser needs to or desires to solicit and evaluate additional information relating to approach, additional qualifications or additional criteria, the Purchaser may engage in a competitive process based on the following steps.

- a. The Purchaser will draft a Service Request setting out the requirements and evaluated criteria for the Competitive Service Request (which may include approach, qualifications, disbursement pricing, and other criteria).
 - b. The Purchaser will send the Service Request to all CSA Holders who provide the Services.
 - c. Interested CSA Holders may respond to the Service Request by the date set out in the Service Request using the format prescribed in Appendix B.
 - d. The Purchaser will evaluate Responses according to the criteria set out in the Service Request.
 - e. The highest scoring CSA Holder will be awarded the opportunity set out in the Service Request.
- 3.9 Once the CSA Holder has been confirmed under any of the above call-off options, the Purchaser may choose to provide a draft Order for the Services to the CSA Holder in the form set out in Appendix C.
- 3.10 Regardless of the Call-Off Process option the Purchaser chooses, the Purchaser reserves the right to contract directly with the same CSA Holder for additional work so long as that work does not result in a conflict of interest.

3.11 Scope of Order not to Exceed this CSA

Nothing in this CSA is to be construed as permitting any Services to be included in an Order with the CSA Holder that would exceed the scope of the Services as described in Part 1 of Appendix A.

3.12 No Guarantee

The CSA Holder further acknowledges and agrees that:

- a. this CSA does not oblige the Province or any individual Purchaser to engage in any Ordering Process or to issue any Order;
- b. the Province makes no representation, warranty or condition as to the nature, timing, quality or volume of Orders that may result from this CSA;
- c. no obligation of exclusivity is imposed on the Province by this CSA, and the Province reserves the right to procure the Services by any other means, including the use of other corporate services arrangements, or by other procurement or contracting methods;
- d. the Public Sector Entities will not be under any obligation to use this CSA, and may procure the Services by any other means, including other procurement or contracting methods;
- e. the liability of a Purchaser will be limited to that which arises from an Order; and

- f. the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Ordering Process or Order.

Article 4 - ADMINISTRATION FEES AND PROCEDURES

4.1 Administration Fees

The CSA Holder acknowledges that a Contractor under any Order will be required to remit to the Province an administration fee of one percent of all fees under such Order as further described in this Article 4.

4.2 Procedure for Remission of Administrative Fee

The CSA Holder agrees to submit to the Province at the contact below a cheque for one percent of all fees under each Order (exclusive of taxes), payable to the Minister of Finance, for Orders placed during the relevant reporting period as set out in below:

<<<Author – insert contact information>>>

The cheque must clearly identify the CSA, the Orders under the CSA and the relevant quarter and must be submitted no later than 1 month following the end of each quarter as follows:

The fee for:	Is due:
Quarter 1 (April, May, June)	July 31
Quarter 2 (July, August, September)	October 31
Quarter 3 (October, November, December)	January 31
Quarter 4 (January, February, March)	April 30

4.3 Administrative Reporting Requirements and Procedures

The CSA Holder agrees to submit to the Province a quarterly report setting out the CSA, all Orders placed during the relevant quarter and the administrative fees remitted. The following will apply to the quarterly reports:

- a. the quarterly reports will be submitted to the contact set out in section 4.2 by the due dates set out in section 4.2;
- b. the quarterly reports will identify each Order placed, and will identify the Purchaser, the Services purchased, and the Fees;
- c. quarterly reports will be sent via email to csa@gov.bc.ca and include the CSA # in the subject line.
- d. the quarterly reports may be checked by the Province against provincial financial records to verify accuracy and the Province will notify the CSA Holder of any discrepancy;
- e. in the case of any discrepancy between the quarterly reports and the Province's financial records as described in subparagraph (b) of this section, the CSA Holder will have 30 calendar days to respond to or rectify the report;
- f. the quarterly reports will be in MS Excel format and completed in the form of the CSA quarterly report template as provided and updated from time-to-time by the Province; and
- g. for greater certainty the CSA Holder will provide a quarterly report whether or not any Orders are received in that quarter.

Article 5– SUBCONTRACTORS

5.1 Subcontractors

All subcontractors, including affiliates of the CSA Holder, that are evaluated and approved under the RCSA, must be named in Appendix D to the CSA.

5.2 Changes to Subcontractors

No additional subcontractors may be added, and no subcontractors may be changed, without first obtaining the written approval of the Province. Such approvals will be subject to the additional or revised subcontractors meeting any relevant qualification criteria.

5.3 Responsibility for Subcontractors

The CSA Holder is responsible for the acts, errors and omissions of its subcontractors, whether named in Appendix D - Subcontractors or not. The CSA Holder is responsible for ensuring that it has appropriate contractual provisions in place with any subcontractors to enable the CSA Holder to fully comply with the obligations of the CSA Holder. No subcontract whether consented to or not, relieves the CSA Holder from any obligations of the CSA Holder under this CSA or any Orders that may be formed.

Article 6 – CONFIDENTIALITY

6.1 Records subject to legislation

The CSA Holder acknowledges that all records in the custody or under the control of a public body, which includes this CSA, and all records collected, posted to or otherwise generated in the operation of the CSA, are subject to the *Freedom of Information and Protection of Privacy Act* (British Columbia) except as that Act may provide otherwise, and may be subject to the *Information Management Act* (British Columbia)). Orders are under the control of the respective Purchaser entering them.

6.2 Confidentiality

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

- a. as required to perform the obligations under this CSA or to comply with applicable laws, or
- b. if it is information that is generally known to the public other than as a result of a breach of this CSA or any similar obligation that a third party may owe to the Province.

Article 7 – REPRESENTATIONS AND WARRANTIES

7.1 General Representations

The CSA Holder represents and warrants to the Province at the time, unless specified otherwise in this section, of its execution of this CSA and throughout the Term that:

- a. if the CSA Holder is not a natural person, the CSA Holder is duly formed as a corporation and validly existing and in good standing under the laws of its jurisdiction of formation or continuance and, if necessary to lawfully provide the Services contemplated under this CSA, has the legal power and capacity to own and lease its assets and to carry on business in British Columbia;
- b. the CSA Holder has the legal power and capacity to enter into this CSA and to observe, perform and comply with the terms of this CSA and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this CSA by, or on behalf of, the CSA Holder;
- c. this CSA has been duly executed and delivered by, or on behalf of, the CSA Holder and is legally binding upon and enforceable against the CSA Holder in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally, economic sanctions or export

control laws, and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction;

- d. except to the extent the CSA Holder has previously disclosed otherwise in writing to the Province,
 - i. the CSA Holder holds all permits, licenses, approvals, registrations and statutory authorities that are specified or are otherwise necessary for the performance of the CSA Holder's obligations under this CSA and any Order;
 - ii. all information, statements, documents and reports, submitted by or on behalf of the CSA Holder to the Province as part of the RCSA resulting in this CSA being entered into or otherwise in connection with this CSA are in all material respects, at the time submitted to the Province, true, accurate and complete;
 - iii. the CSA Holder has sufficient trained, skilled and experienced personnel and sufficient facilities, systems, equipment and material in place and available to enable the CSA Holder to fully comply with its obligations and grant any licenses under this CSA and any Order;
 - iv. the provision by or on behalf of the CSA Holder of any Services does not and will not infringe or induce the infringement (including breach or misappropriation) of the intellectual property rights of any third party; and
 - v. the CSA Holder is under no obligation or restriction when it enters this CSA, and will not knowingly assume during the Term any obligation or restriction, that interferes with or conflicts with, or could present a conflict of interest concerning, the performance of the CSA Holder's obligations under this CSA;
- e. at the time of its execution of this CSA, there are no actions, causes of action, grievances, judgments, or orders outstanding or, to the knowledge of the CSA Holder, threatened against or affecting the CSA Holder or any of its assets that would, if adversely determined, have a material adverse effect on, or materially adversely restrict or impair its appointment in relation to the Services or entry into any Order formed in accordance with this CSA;
- f. the CSA Holder is not insolvent or at the brink of insolvency and is able to pay its debts as they become due in the ordinary course of business; and
- g. the CSA Holder has no knowledge of any material fact or matter not disclosed to the Province, which if known by the Province, would reasonably be expected to deter the Province from entering into this CSA.

Article 8 – INDEMNIFICATION

8.1 Indemnity

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

- a. any errors, omissions or negligent acts by the CSA Holder or by any of the CSA Holder's agents, employees, officers, directors, or subcontractors in connection with this CSA, excepting always that this indemnity does not apply to the extent, if any, to which the Losses are caused by errors, omissions or the negligent acts of the Province, its other contractors, assigns and authorized representatives or any other person; or
- b. any representation or warranty by or on behalf of the CSA Holder being or becoming untrue or incorrect.

Article 9– DISPUTE RESOLUTION

9.1 Dispute Resolution Process

In the event of any dispute between the parties arising out of or in connection with this CSA, 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 must be referred to and finally resolved by arbitration under the International Commercial Arbitration Act (BC), administered by the Vancouver International Arbitration Centre pursuant to its applicable rules.

9.2 Location of Arbitration

Unless the parties otherwise agree in writing, an arbitration under section 9.1 will be held in Victoria, British Columbia.

9.3 Costs of Arbitration

Unless the parties otherwise agree in writing or the arbitrator otherwise orders, the parties must share equally the costs of arbitration under section 9.1 other than those costs relating to the production of expert evidence or representation by counsel.

Article 10 – SUSPENSION AND EFFECT

10.1 Suspension

The Province may, at its sole discretion, as an alternative option before exercising any right of termination, suspend the CSA Holder's eligibility to provide Services on written notice to the CSA Holder, if any:

- a. Purchaser terminates an Order for material breach; or
- b. event in section 11.2 occurs.

10.2 Suspension period

The period of suspension will continue until the CSA Holder satisfies the Province that the deficiency giving rise to the suspension has been rectified, unless this CSA ends earlier. For greater certainty, the rescission of the suspension will not result in the Term being extended for the same number of days as the period of suspension.

10.3 Effect of suspension

Suspension of this CSA under section 10.1 will not have the effect of automatically suspending any then existing Order.

Article 11 – TERMINATION AND EFFECT

11.1 Termination for Convenience

Either party may terminate this CSA for convenience (for any reason or for no reason), without liability to the other, on 90 days written notice to the other.

11.2 Termination for Cause

The Province, at its sole discretion, may terminate this CSA with immediate effect by giving written notice to the CSA Holder of the particulars, if the CSA Holder:

- a. makes any un-remediable or fraudulent misrepresentation in this CSA or its Response to the RCSA leading to this CSA;
- b. makes any other misrepresentation (including negligent or innocent) in this CSA and that is not remedied within 30 days of written request;
- c. provides information to Purchasers that conflicts with any terms and conditions of this CSA;
- d. has had any Order terminated by any Purchaser for material breach within a 12 month period;
- e. directly or indirectly assigns this CSA without consent under section 12.5;
- f. experiences an Insolvency Event, but only to the extent such termination is not prohibited by the laws of Canada;

- g. ceases or threatens to cease to carry on business;
- h. fails to remit the administrative fee or any reports pursuant to Article 4, or fails to rectify any deficiencies in accordance with Article 4; or
- i. commits any material breach of this CSA not described in this section and that is not remedied within 30 days of written request.

11.3 Effect on Expiration or Termination

Upon the expiration or earlier termination of this CSA, the CSA Holder will no longer be eligible to receive any Service Requests or Orders.

11.4 Accrued Rights and Obligations

The expiration or termination of this CSA is without prejudice to any rights, obligations or remedies of either party accrued under this CSA before its expiration or termination.

11.5 Survival

Any unpaid collection and payment obligations and any other provisions of this CSA, which by their terms or nature, are intended to survive the end of this CSA or the completion of all Orders, will survive, including those provisions that are necessary for their proper interpretation. For greater certainty, any cross-references in the defined terms of Orders to the definitions in this CSA will survive.

Article 12 – MISCELLANEOUS

12.1 Electronic Signature

An electronic signature in or attached to or associated with an email will not satisfy a requirement that a document be in writing be executed or signed unless:

- a. either:
 - i. the signatory for or on behalf of the party signs by hand the writing that is then scanned and emailed as an attachment in PDF; or
 - ii. the email or writing specifies that it constitutes the electronic signature of the signatory for and on behalf of the party;
- b. it reasonably appears to be reliable for purposes of identifying the signatory; and
- c. it complies with all applicable requirements for an electronic signature under the *Electronic Transactions Act* (British Columbia).

12.2 Notices

Any notice, consent, approval, demand or specified written communication given by either party to the other under this CSA must be in English and in writing unless otherwise set out and, if expressly required in this CSA, be signed, and will be deemed received on the date of delivery, if:

- a. delivered personally;
- b. delivered by pre-paid, recorded courier or equivalent postal delivery service and left with a receptionist or responsible employee of the party; or
- c. emailed:
 - i. in a format capable of being accessible and retained by the receiving party, without needing additional software, in a manner usable for subsequent reference, including being forwarded and printed; and
 - ii. verified received by written or automated receipt or electronic log;

to the address and for the attention of:

in the case of the Province

<<<ADD ADDRESS AND CONTACT HERE>>>

<<<EMAIL>>>

and

in the case of the CSA Holder

<<<ADD ADDRESS AND CONTACT HERE>>>

<<<EMAIL>>>

Despite the foregoing, if deemed receipt is not within 0830 to 1630 hours on a day other than a Saturday, Sunday or statutory holiday ("Business Hours") in the place of receipt, receipt will be deemed when Business Hours next resume in the place of receipt.

12.3 **No Partnership or Agency**

Nothing in this CSA authorizes or creates any employment, partnership, fiduciary or joint venture relationship, or any agency relationship between the CSA Holder and Province. Neither party may act contrary to this section.

12.4 **Prohibition Against Committing Money**

The CSA Holder must not in relation to its rights or obligations under this CSA commit or purport to commit the Province to any obligation or liability, including to pay any money, to any person, except as this CSA may specify.

12.5 **Assignment by the CSA Holder**

The CSA Holder must not novate, assign or transfer in whole or in part this CSA without the prior written consent of the Province.

12.6 **Further Assurances**

Each party will execute and deliver all such further documents and do all such further acts and things as the other party may reasonably require to give full effect to this CSA.

12.7 **Transaction Costs**

Each party is solely responsible for its own costs and expenses (including legal and accounting) incurred in connection with the negotiation, preparation, execution and delivery of this CSA, and all other documents prepared, executed or delivered under or pursuant to this CSA, including Orders.

12.8 **Severability**

If any part of this CSA or its application to any person or circumstance is illegal, invalid or unenforceable, the application of such part to any other persons or circumstances and the remaining parts will remain in effect provided the modified CSA remains operable.

12.9 **Amendments**

No amendment of this CSA is effective unless in writing and signed and delivered by, or on behalf of, the parties.

12.10 **Waiver**

A waiver of any right or remedy under this CSA is effective only if in writing signed by or on behalf of the waiving party and applies only to the party to which the waiver is addressed and the circumstances for which it is given and will not constitute a continuing waiver unless expressly stated in the writing.

12.11 **Remedies**

Unless specified otherwise, remedies are cumulative and remedies arising under this CSA do not exclude remedies provided by law.

12.12 Tax Verification

Any terms set out in the attached Appendix E apply to this CSA.

12.13 Entire Agreement

This CSA, including its Appendices and their schedules, and any documents incorporated by reference in it (excluding any and all Orders referencing this CSA), contains the entire agreement between the parties with respect to its subject matter, and supersedes any prior written or oral agreements, representations, warranties or undertakings between them with respect to its subject matter. Despite the foregoing, nothing in this section operates to limit or exclude liability for fraud or fraudulent misrepresentation, including in the CSA Holder’s Response to the RCSA leading to this CSA.

12.14 English Language

This CSA is made only in the English language. Each document referred to in or referencing this CSA or to be delivered under it will be in the English language. If any document of a party requires translating into English, the party referencing or providing it will at its expense provide an English translation, which will prevail in case of any conflict over the other language version.

12.15 Governing Law and Jurisdiction

This CSA, including any modification made pursuant to it, and any disputes or claims arising out of in connection with its subject matter are governed by, and to be interpreted and construed in accordance with the laws of the province of British Columbia and the federal laws of Canada applicable in the province, notwithstanding any choice of law rules. The CSA Holder irrevocably consents to jurisdiction and venue in the courts of British Columbia.

12.16 Counterparts

This CSA and any modification that requires both parties to sign may be executed in any number of counterparts, each of which, when executed and delivered by a method provided for delivering notices under this CSA and actually received, is an original, and all of which together have the same effect as if each party had signed the same document.

AGREED by the parties through their duly authorized signatories on the dates below.

For, and on behalf of <<<insert Full Legal Name of CSA Holder>>>

For, and on behalf of His Majesty the King in right of the Province of British Columbia, as represented by the Minister of Citizens’ Services

By: _____
Sign

By: _____
Sign

Print Name

Print Name

Title

Title

Witness Signature

Witness Signature

Date

Date

Appendix A - Services

Part 1 – Services

This CSA provides for the delivery of engineering services required by a Purchaser that include hydrotechnical, geotechnical and structural engineering services in support of one or more phases of emergency management:

1. mitigation phase: identifying hazards and taking measures to reduce the scale, scope and adverse effects of the hazard;
2. preparation phase: establishing the knowledge, capability and capacity to anticipate, respond to and recover from the adverse effects of emergencies or disasters;
3. response phase: taking immediate and sometimes sustained action to respond to an emergency or disaster, including preventing and reducing their adverse effects;
4. recovery phase: recovering from an emergency or disaster, including measures to restore the health, safety and well-being of impacted people, property, sites of heritage value, increase resilience to future events.

The following example assignment list is included for the benefit of Purchasers to provide a high-level range of the types of assignments that may be requested. However, example assignments are not intended to limit the scope of hydrotechnical, structural and geotechnical engineering services that may be provided in support of emergency management under this CSA:

Example assignments:

- a) Preparation of flood management and flood response plans
- b) Interpretation and/or development of flood maps
- c) Fluvial and coastal flood modelling
- d) Forecasting, monitoring, and analyzing flood events
- e) Flood data analysis
- f) Preparation and review of technical reports, documentation and flood mitigation funding applications
- g) Develop technical designs to mitigate flooding in a changing climate
- h) Review project plans and designs for in-stream works assisting with flood mitigation
- i) Project management and on-site direction for flood mitigation projects
- j) Preparation of flood hazard assessments
- k) Assistance with flood emergency response
- l) Provide recommendations for hydrotechnical design criteria (considering regional/local climate change & site conditions) for bridge design/erosion protection
- m) Assistance with hydraulic and hydrologic engineering during emergencies related to dams
- n) Geohazard assessments, planning, and mitigation design for: landslides, slope stability, debris flows/floods, sediment transport, and erosion in a changing climate
- o) Slope stability assessment and mitigation design for rock tunnels and rock slopes
- p) Develop dike design and construction parameters considering seismicity and climate change
- q) Preparation of preliminary design options and cost estimates to replace damaged infrastructure to prevent conditions
- r) Assistance with emergency management related to design, mitigation, and construction during emergencies regarding earthen dams.

- s) Bridge assessment (superstructure and substructure)
- t) Bridge repair design and new bridge design
- u) Debris flow mitigation design
- v) Detailed post disaster building inspections
- w) Assessment of structural damage to infrastructure impacted by seismic events, debris accumulation and erosion
- x) Preparation of preliminary design options and cost estimates for rebuilding damaged infrastructure to appropriate design criteria
- y) Assistance with emergency management related to design, mitigation, and construction during emergencies regarding non-earthquake dams.

Part 2 – Fees

<<insert Fees for Services here as proposed by the Respondent in its Response to the RCSA>>

**APPENDIX B: Service Request
SERVICE REQUEST**

Note: The Province may modify this Service Request by giving written notice to the CSA Holders.

Issue Date:	<<<insert date>>>
Service Request Number:	<<<insert if applicable>>>
CSA #:	<<<insert CSA # from CSA>>>
Issued by the following Purchaser:	<<<enter legal name of Purchaser and address for acceptance of this Service Request details >>>
Purchaser contact and address for notices (if not the same as address above):	<<<insert>>>
Issued to the following CSA Holder:	<<<enter legal name of CSA Holder>>>
CSA Holder contact and address for notices (if not the same as address above):	<<<insert>>>

Execution by the CSA Holder and the Purchaser of this Service Request in accordance with the instructions below will constitute an Order for the Services set out in section 1 below (in accordance with the scope of hydrotechnical, structural and geotechnical engineering services referenced in Part 1 of Appendix A to the CSA in support of one or more phases of emergency management) to be provided by the Contractor (the aforementioned CSA Holder) at the applicable Fees set out in Part 2 of Appendix A to the CSA and on the terms and conditions set out in Appendix C to the CSA – Order Terms and Conditions, as may be modified below in section 3.

1. SERVICES AND TERM:

The Services required are set out in the table below:

SERVICES	SERVICE DELIVERY TERM
<<<ENTER DESCRIPTION OF SITUATION REQUIRING ENGINEERING SERVICES >>>	<<<ENTER THE PERIOD OF TIME THAT SERVICES ARE REQUIRED >>>

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

Outputs

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language: “The Contractor must...”]

Inputs

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language: “The Contractor must...”]

Outcomes

[Expected results flowing from the contracted services.]

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

[Insert a list of outcomes here or insert "See attached Outcomes" here and attach list of outcomes in separate document labeled "Outcomes" attached at the end of this Schedule.]

2. REPORTING REQUIREMENTS

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

3. RELATED DOCUMENTATION:

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual. If no additional documentation is to be included state "Not applicable" under section 1. and move on to Part 4.]

The Contractor must perform the Services in accordance with the obligations set out in this Service Request including any other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Service Request.

4. KEY PERSONNEL:		
The Key Personnel of the Contractor are as follows:		
Name, Classification and Established CSA Rate	(a)	
	(b)	
	(c)	

5. DISBURSEMENTS:

EXPENSES: <<<Author, set out permitted expenses under this Order, and whether disbursements must be itemized, have maximum amounts, require receipts to support expenditure, or are a flat % of professional fees. >>>

6. MAXIMUM AMOUNT PAYABLE:

\$_____ is the maximum amount which the Purchaser is obliged to pay to the Contractor for Fees and expenses under the Order (exclusive of any applicable taxes described in section 3.1 of Appendix C to the CSA).

7. REVISIONS TO ORDER TERMS AND CONDITIONS REQUIRED BY PUBLIC SECTOR ENTITY

As contemplated by subparagraph 3.5(a) of the CSA, the following modifications are made to the terms and conditions set out in Appendix C to the CSA by a Purchaser who is a Public Sector Entity:

<<<The Public Sector Entity may set out either the provisions modifying Appendix C to the extent permitted by subparagraph 3.5(a) of the CSA or “[None.]”. If the Purchaser is the Province please insert [N/A].>>>

8. ACCEPTANCE INSTRUCTIONS:

Deadline for acceptance of Service Request by CSA Holder: before <<<Insert Month/Date/Year – Author: ensure deadline is consistent with the timeframes identified in the call off process for the CSA>>>

This Service Request is not binding unless signed by both parties. If the CSA Holder agrees to this Service Request, the CSA Holder must sign and deliver this Service Request to the Purchaser at the Purchaser’s address first set out above before the deadline above. If the Purchaser does not receive a signed Service Request by the CSA Holder before the deadline above, then the CSA Holder will have waived any right to provide the Services and the Purchaser will follow the process set out in section 3.6 of the CSA. The Service Request may be signed by counterparts and when actually received by the other party, together have the same effect as if each party had signed the same document.

AGREED TO by the parties by their duly authorized signatories on the dates below:

<p>For and on behalf of the CSA Holder by:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p>For and on behalf of the Purchaser by:</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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Appendix C – 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 under solicitation number <<<insert solicitation number>>>, as subsequently amended by Addenda 1 through <<<insert or delete phrase if none>>> (as amended, the “Request for Corporate Supply Arrangement - Closed Framework” or “RCSA”);
- B. The Contractor submitted a Response dated <<<insert date>>> 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 engineering 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) “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;
- (f) “Material” means the Produced Material and the Received Material;
- (g) “Ministry” means any ministry or agency of the government of British Columbia;
- (h) “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;
- (i) “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;
- (j) “Order Term” means the term of the Order as described in the Service Request.
- (k) “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;
- (l) “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;

- (m) "Purchaser" means the Ministry or Public Sector Entity identified as the purchaser on the Service Request;
- (n) "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;
- (o) "Response" means the written Response to the RCSA submitted by the Contractor;
- (p) "Services" means the services set out in the Service Request;
- (q) "Service Request" means the written request on the form set out in Appendix B to the CSA issued by a Purchaser to a CSA Holder pursuant to an Ordering Process as set out in section 3.6 for the provision of Services as identified in the Service Request;
- (r) "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 SERVICES

Provision of Services

- 2.1 The Contractor must provide the 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 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 Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

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

Instructions by 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 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 and policies

- 2.9 In the performance of the Contractor's obligations under this Order, the Contractor must comply with all applicable laws, and any policies communicated by the Province or another Purchaser regarding access to and/or attendance at facilities owned, controlled, or occupied by the Province or another Purchaser. For greater certainty, and without in any way limiting section 13.4, the Contractor must ensure that all of its employees, agents and Subcontractors comply with all such laws and policies in their performance of any obligations under this Order.

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 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 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 in Schedule 1 – Statements of Account upon completion of the 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 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
 - (b) 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 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 2.

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 3.

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 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 errors, omissions or negligent acts by the Contractor or by any of the Contractor's agents, employees, officers, directors, subcontractors or in connection with this Order, excepting always that this indemnity does not apply to the extent, if any, to which the Losses are caused by errors, omissions or the negligent acts of the Purchaser, its other contractors, assigns and authorized representatives or any other person; 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 4.

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 1 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 1 which corresponds with the portion of the 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 1 which corresponds with the portion of the 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 Appendix D 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 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 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 Services being considered employees of the Purchaser.

Key Personnel

13.12 The individuals indicated in this Order must perform the 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 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 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.

ATTACHMENTS

Schedule 1 – STATEMENTS OF ACCOUNT

1. **STATEMENTS OF ACCOUNT:**

Payment Frequency: <<<Author, set out milestones or other frequency of invoicing appropriate for the Services, for example daily, weekly, monthly or at completion of 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 Services for the billing period;
- (f) a description of this Order including the Order number;
- (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 – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
 - (b) “**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;
 - (c) “**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;
 - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
 - (e) “**public body**” means “public body” as defined in the Act;
 - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
 - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
 - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by 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.

Acknowledgements

3. The Contractor acknowledges and agrees that
 - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
 - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
 - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.

Collection of Personal Information

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

5. The Contractor must collect personal information directly from the individual the information is about unless:
 - (a) the Province provides personal information to the Contractor;
 - (b) the Agreement otherwise specifies; or
 - (c) the Province otherwise directs in writing.
6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

Privacy Training

7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.
8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

Accuracy of Personal Information

9. 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 Information

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

Correction of Personal Information

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of Personal Information

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved.

Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

Storage of and Access to Personal Information

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

Retention of Personal Information

19. 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

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

Metadata

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
 - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
 - (b) remove or destroy individual identifiers, if practicable.

Disclosure of Personal Information

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
 - (a) receives a third-party request for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,subject to section 24, the Contractor must immediately notify the Province.
24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
 - (a) use its best efforts to direct the party making the third-party request to the Province;

- (b) provide the Province with reasonable assistance to contest the third-party request; and
- (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
 - (i) the control of personal information by the Province as a public body under the Act;
 - (ii) the application of the Act to the Contractor as a service provider to the Province;
 - (iii) the conflict between the Act and the third-party request; and
 - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

Notice of Unauthorized Disclosure

25. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information, the Contractor must immediately notify the Province.

Compliance with the Act and Directions

26. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
 - (b) any direction given by the Province under this Schedule.
27. 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.
28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

Notice of Non-Compliance

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

Termination of Agreement

30. 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

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. 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 3 – Security Schedule

Definitions

1. In this Schedule:
 - (a) **“Device”** means any device to manage, operate or provide the Services or to connect to any Systems or any Province 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 Agreement;
 - (b) **“Facilities”** means the physical locations (excluding those of the Province) the Contractor uses to provide the 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 Agreement, 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;
 - (ii) information and records of information the Contractor is required to treat as confidential under this Agreement; and
 - (iii) records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked or instructed by the Province to be so preserved or otherwise treated as “Protected Information” under this Agreement;
 - (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 Agreement, including for managing, operating or providing the Services, but excluding any the Province owns or makes available to the Contractor for the Contractor to use in relation to this Agreement;
 - (j) **“Tenancy”** means those components of the Systems that:
 - (i) directly access and store Protected Information,
 - (ii) relate to Protected Information or the Province’s tenancy activities, or
 - (iii) are customer facing and managed by the Province in its use of the Services; and
 - (k) **“Tenancy Security Event Logs”** means Security Event Logs that relate to Tenancy, including:
 - (i) log-on/log-off information about Province user activities, and
 - (ii) 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 Agreement.

Personnel security screening

4. The Contractor may only permit individual Personnel to have access to any Protected Information or other asset of the Province (including to any system, network or device the Province makes available to the Contractor) in relation to this Agreement, 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 Agreement 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 Province may subject the Contractor to the screening requirements in this Schedule.

Personnel information security training

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

Security contact

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

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 Agreement 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 Province'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 Province ministry, agency or other representative receiving the 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 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 Province and ensuring that the portable media and the Protected Information are encrypted.

Encryption standard

20. For sections 18 and 19, encryption must comply with the Province’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;
 - (b) creating and maintaining records of access privileges;
 - (c) audit processes; and
 - (d) 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 Agreement or the Province under this Agreement 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 Province may instruct; or
 - (b) ensure that the Tenancy offers the technical capability for the Province to retain the Tenancy Security Event Logs,
- to enable the Province to comply with an information schedule approved under the *Information Management Act* or other retention period required by law.
36. Upon the Province’s request, the Contractor must ensure that the Tenancy offers the technical capability for the Province to enable or configure the forwarding, extraction, backup of Tenancy Security Event Logs from the Tenancy to the Province’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.

PROVINCE PROPERTY

Access to Province facilities, systems or networks

38. If the Province makes available any facilities, systems, networks or devices for use of the Contractor in relation to this Agreement, the Contractor must comply with, and permit access on its behalf only by those authorized Personnel who have been instructed to comply with, the Province’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 Province’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 Province ministry, agency or other representative receiving the Services.
39. The Province has the rights to:
- (a) not make any particular Province facility, system, network or device available before the Contractor or individual Personnel or both agree to a form of agreement acceptable to the Province on acceptable use, protection of, and access to, such facility, system, network or device, or at all;
 - (b) not permit connection to any particular Province system or network until satisfied with the controls applied and the security status of the Device to be connected;
 - (c) keep facilities access logs and Security Event Logs, and to otherwise monitor and analyze use of Province facilities, systems and networks to verify compliance, investigate suspected or actual breaches or information

- incidents and protect the Province'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 Province's Policies; and
- (d) limit or revoke access to any Province systems, facility or device at its discretion.

Application development

40. If the Services include software development, the Contractor must ensure that the applications and programming interfaces are developed according to industry standards and Province'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 Services without the Province's prior written consent. If the Province 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 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 Province 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

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

54. 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

- 55. 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.
- 56. 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 Province otherwise consents in writing.
- 57. 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.
- 58. 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

- 59. 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 Province otherwise consents in writing.

Web application vulnerability scanning

- 60. 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 Province otherwise consents in writing.

Antivirus and malware scanning

- 61. 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

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

Asset management

- 63. 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.
- 64. 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

- 65. Unless this Agreement otherwise specifies, the Contractor must retain all records containing Protected Information in the Contractor's possession until instructed by the Province in writing to dispose or deliver them as instructed.
- 66. The Contractor must securely erase:
 - (a) records that contain Protected Information and Tenancy Security Event Logs when instructed in writing by the Province; 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 Agreement.

67. 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

68. In addition to any obligation the Contractor may have to notify or assist the Province under applicable law or this Agreement, 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 Province so the Province may seek a protective order or other remedy to prevent or limit the disclosure.

E-discovery and legal holds

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

Incidents

70. In addition to any obligation the Contractor may have under applicable law, including the *Freedom of Information and Protection of Privacy Act*, or this Agreement, 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 Province, confirming any oral report with a notice in writing to the Province as soon as reasonably practicable (if unable to contact the Province's contract manager or other designated contact for this Agreement, the Contractor must follow the procedure for reporting and managing information incidents on the Province'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 Province may give.

Investigations support and security investigations

71. 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 Province with any related investigation reports, which the Contractor may sanitize first;
- (c) upon the Province's request, provide the Province 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.

72. Upon the Province's request, the Contractor must:

- (a) provide investigative support to the Province to enable the Province to conduct its own security investigations into incidents (including security breaches or compromises) affecting the Tenancy or Protected Information;
- (b) provide the Province 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 Province in conducting the Province's security investigations, or in case of technical limitations, other method acceptable to the Province (for example, on-site visits to enable direct access to those Security Event Logs).

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

Province Security Threat and Risk Assessment (“STRA”) support

74. The Contractor must, via its technical and security resources, support the Province in completing a STRA for the Services and to otherwise assess the risks associated with the 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 Province may reasonably require for such purpose.

Notification of changes

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

Compliance verification

76. Upon the Province’s request, the Contractor must provide, at no additional cost, the following security reports to the Province at least every six months during the Term:
- (a) vulnerability scan reports of those Systems providing the Services; and
 - (b) patch status reports for those Systems providing the Services.
77. In addition to any other rights of inspection the Province may have under this Agreement or under statute, the Province 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 Agreement
78. The Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province’s rights under this section. If any non-compliance or deficiency is found, the Province 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

79. 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.

MISCELLANEOUS

Interpretation

80. In this Schedule, unless otherwise specified, references to sections by number are to sections of this Schedule.
81. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under this Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
82. Any reference to a specified Policy refers to it as may be revised or replaced from time to time.
83. 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

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

Survival

85. 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 Services or the termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedule 4 – 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, and cause all subcontractors to purchase and maintain if they are performing Services at any time during 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 Agreement 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.
 - (b) Professional (errors and omissions) Liability Insurance in an amount not less than \$1,000,000 per claim protecting the Contractor, and if applicable their insurable Sub-Contractors and their respective servants, agents or employees, against any loss or damage arising out of the professional services rendered by any of them under this Agreement.
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 Services, the Contractor must provide to the Purchaser evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance or alternate form required or approved by the Purchaser;
 - (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 or alternate form required or approved by the Purchaser; 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, and must cause its subcontractors to obtain, maintain and pay for, any additional insurance which the Contractor or subcontractor 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.

Appendix D – Subcontractors

<<<enter named subcontractors, if any, from a Respondent's Response approved by the Province>>>

Appendix E –Tax Verification

1. In this Appendix:
 - a) **“Tax Verification Letter”** means a letter issued by the Province of British Columbia’s Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
 - b) **“Valid”** means that the Tax Verification Letter’s period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this CSA, the CSA Holder provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the CSA Holder must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this CSA, the CSA Holder acknowledges and agrees that any extension or renewal of this CSA is conditional upon the Province having, or receiving from the CSA Holder in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.