



# Corporate Supply Arrangement # «CSA» Executive Coaching Services

This Corporate Supply Arrangement is made the 15th day of September, 2016

«Respondents\_for\_RCSA\_ON002848»

«Address\_Line\_1»

«Address\_Line\_2»

«City» «Province» «Postal»

«Email»

Contact Person: «Contact\_Person»

(the "Offeror")

Hereby offers to supply, as, if and when requested, the Services described in Schedule "A", to Her Majesty the Queen in Right of the Province of British Columbia and the Public Sector Entities, on the terms and conditions described below.

## THE OFFER IS AS FOLLOWS:

### DEFINITIONS

1.1 In this Corporate Supply Arrangement:

- a) "Administrative Fee" means the administration fee described in Schedule "F", Section 6;
- b) "Administration Requirements" means those requirements set out in Schedule "F";
- c) "Contract" means the contract that is formed on receipt by the Offeror of a Draw Down for the Services described in the Draw Down, and which is on the terms and conditions set out in the Province's General Services Agreement, a copy of which may be found at <http://www2.gov.bc.ca/gov/content/government/s/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information>, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, E and F attached to the CSA, and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2 (c);
- d) "Contractor" means the Offeror who is in receipt of a Draw Down requesting the Services under this CSA;
- e) "Corporate Supply Arrangement" or "CSA" means this CSA;
- f) "Draw Down" means a written draw down form issued by a Purchaser to an Offeror against this CSA for the provision of a specified quantity of Services at the prices set out in this CSA;
- g) "Offeror" means «Respondents\_for\_RCSA\_ON002848» «also\_identified\_as\_» «dba\_Name»;
- h) "Offeror's Representative" means the representative and designated back-up assigned by the Offeror to administer the CSA;
- i) "Prices" means the prices for the Services set out in Schedule "B" to the CSA;
- j) "Procurement Services" means the Procurement Services Branch, Ministry of Technology, Innovation and Citizens' Services; and
- k) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- l) "Province Representative" means any individual designated by the Province to administer this CSA on behalf of the Province;
- m) "Public Sector Entity" or "Entities" means an eligible broader public sector organization listed at the Procurement Services' website that

is eligible to issue a Draw Down against a CSA, and also such organizations as may be eligible and added to the list from time to time;

- n) “**Purchaser**” means the Province or a Public Sector Entity that has issued a Draw Down;
- o) “**Services**” means those services described in Schedule “A”.

- 1.2 All references to dollars, currency, and money must mean Canadian dollars (\$CAD).
- 1.3 Unless the context otherwise requires, words expressed in the singular include the plural and vice versa.

## **EXPIRY**

- 2.1 This CSA will expire on **September 14, 2019** unless withdrawn in accordance with section 3.1 (F) or Section 9, or renewed by the Province for up to two additional one-year periods.

## **CORPORATE SUPPLY ARRANGEMENT - GENERAL**

- 3.1 The Offeror makes the offer set out in this CSA on the following understandings:
  - a) the establishment of this CSA does not oblige the Province or any Public Sector Entity to authorize or order all or any of the Services from the Offeror;
  - b) a Contract is formed only on receipt of a Draw Down by the Offeror;
  - c) a Draw Down will form a Contract only for those Services in respect of which a Draw Down has been issued by a Purchaser, provided always that such Draw Down is made in accordance with the provisions of this CSA;
  - d) the Contract will be on the terms and conditions set out in the Province’s General Services Agreement, a copy of which may be found at <http://www2.gov.bc.ca/gov/content/government/s/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information>, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, E and F attached to this CSA and if applicable, any addendum entered into between Public Sector Entities and the Offeror pursuant to section 3.2;
  - e) the Province and any Public Sector Entity each reserves the right to procure the specified Services by any other means, including the use of other agreements, or by other procurement or contracting methods;

- f) the liability of a Purchaser will be limited to that which arises from a Contract made prior to the expiry date described in Section 2.1;
- g) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw Downs. The Province will promptly notify the Offeror of such action;
- h) any changes to this CSA are to be documented by way of a written addendum between the Offeror and the Province;
- i) the Offeror’s Representative, and a designated back-up individual, will be available during the Province’s normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
- j) the Offeror will reimburse the Administration Fee in accordance with Schedule “F”;
- k) if the Offeror offers a lower Price to others in the British Columbia public sector for substantially the same services and terms and conditions of a Contract during the term of this CSA, that lower Price will also apply to this CSA. For the purposes of this section, a lower Price is a price that is lower than the unit price in Schedule “A”, exclusive of the Administration Fee;
- l) the Offeror will provide the Province’s Representative with 60 days written notice of any changes to the list of Services included in Schedule “A”, and the Province will determine, at its sole discretion, whether to accept such changes; and
- m) individual Draw Downs must not exceed \$75,000.00.

## **CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES**

- 3.2 With respect to Draw Downs by Public Sector Entities, the Offeror acknowledges that:
  - (a) Public Sector Entities are solely responsible for all payments and other obligations to the Offeror incurred through making a Draw Down against the CSA;
  - (b) nothing in this CSA or any resulting Contract will impose any liability whatsoever on the Province in respect of any obligation of a Public Sector Entity to the Offeror, and the Province disclaims any and all liability in respect of any Draw Down made by a Public Sector Entity against this CSA;
  - (c) neither a Public Sector Entity utilizing the CSA nor the Offeror will be required to agree to any terms and conditions other than those set out in this CSA. However, Public Sector Entities will have the option of renegotiating the terms and

conditions set out in the Province’s General Services Agreement, including the Schedules, to the extent necessary to address the Public Sector Entity’s specific travel reimbursement and other policies, insurance, indemnification, limitation of liability requirements, privacy, confidentiality and security requirements. All changes to the terms and conditions of the General Services Agreement are to be set out in an addendum to the CSA entered into with the Offeror; and

- (d) the Offeror reserves the right to refuse to enter into an addendum as contemplated in subsection (c) that would vary the terms and conditions of the Contract from that set out in this CSA.

**DRAW DOWN MECHANISM**

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

**SIGNED** by the Offeror:

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(Authorized Signatory)

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Print Name

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Date

- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
  - a) this CSA; and
  - b) a Draw Down,

then the order of precedence will be (a) and then (b), unless the Offeror and a Public Sector Entity have entered into an addendum revising the terms of the General Services Agreement in accordance with section 3.2(c) of this CSA, in which case, any terms in such addendum stated to apply notwithstanding the terms of the General Services Agreement will take precedence.

**GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES**

- 8. The terms and conditions contained in the Province’s General Service Agreement, a copy of which can be found at <http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information>, and Schedules A, B, C, E and F of this CSA will constitute the full and complete agreement (the “Contract”) between the parties. In the Province’s General Service Agreement, “you” means the Contractor and “we” means the Purchaser.

**NOTIFICATION OF WITHDRAWAL**

- 9. In the event that the Offeror wishes to withdraw this CSA, the Offeror will provide no less than thirty (30) days’ prior written notice to the Province Representative, and such withdrawal of this CSA will not be effective until receipt of such notification by the Province Representative and the expiry of such notice period.
- 10. The Offeror will fulfil any Draw Downs made before the expiry of such notice period.

## **SCHEDULE "A"**

### **SERVICES**

#### **1. Additional Definitions**

In addition to the RCSA Definitions set out in Section 1 of Part A, throughout this RCSA the following definitions will apply:

- **“Consultant”** means an individual engaged by the Contractor to offer the Services on their behalf; in the case of a sole practitioner, Consultant and Contractor may be the same
- **“Executive Coaching”** means providing professional coaching services to executive clients to develop and enhance their leadership abilities
- **“Narrative 360 Leadership Feedback Survey”** means utilizing the BC Public Service 360 Leadership Survey process for senior executives, whereby the Executive Coach will conduct one-on-one interviews of the survey participant respondents, i.e. supervisors, peers and direct reports to the senior executive. It also entails synthesizing the information, protecting the confidentiality of the respondents and developing feedback reports for presenting to the executive client.

#### **2. Services**

The Contractor will provide any of the following Services upon request, which will focus on obtaining improved performance and output of the executive client receiving the Services, including:

- Conducting Narrative 360 Leadership Feedback Surveys and using the results to develop action plans in collaboration with the executive client
- Development of succession candidates/career planning
- To support transitioning into new or more senior roles
- Developing and implementing development/learning plans and coaching toward achieving the elements of the plan
- Coaching follow-up to formal leadership training programs/courses
- Coach to specifically identified areas of executive competencies, abilities, and skills
- Coaching to situational issues and building executive competencies in areas including, but not limited to:
  - Executive communications
  - Vision and goal setting
  - Complex decision-making
  - Strategic planning
  - Corporate perspective
  - Organizational agility
  - Change management
  - Building strategic stakeholder alliances
  - Risk management
  - Managing conflict
  - Authenticity and self-awareness

**SCHEDULE "B"**  
**FEES AND EXPENSES**

**Hourly Rate**

The Contractor must provide an all-inclusive hourly rate for each approved Consultant.

The 1% Administration Fee (see Schedule F) is to be included in the hourly rate.

Pricing is to be firm for the initial three-year term of the CSA.

<b>Consultant</b>	<b>Hourly Rate</b>	<b>Headquarters / Base Location</b>
«Consultant»	«Hourly_Rate»	«Base_Location_Line_1» «Base_Location_Line_2»

**Invoices**

The Contractor is to invoice the Purchaser upon full completion of a specific Draw Down. For Draw Downs that run for an extended period of time, the Purchaser may accept periodic invoices based on pre-determined performance milestones.

Invoices are to show fees and expenses separately and are to include (but not be limited to) the following information:

- Invoice number
- CSA number
- Date Services were performed
- Hourly rate and number of hours provided
- Executive receiving the Services
- Consultant providing the Services
- Location Services provided
- Maximum amount payable for each Draw Down

In addition to the fees and expenses described in this Schedule, the Contractor will collect from the Purchaser and remit to the Province the Administration Fee, as described in Schedule F. The 1% Administration Fee (see Schedule F) is to be included in the hourly rate. Offerors have the option to either include the Administration Fee transparently in their invoices, or to break it out and list it as a separate line item. Either approach is acceptable.

**Offeror's Policy on Appointment Tardiness or Cancellation**

Offerors will make known to the Purchaser the Offeror's policy on any penalty fees or surcharges for appointment tardiness or appointment cancellation by the Purchaser at the time of accepting a Draw Down for providing the Services.

The Offeror's policy on penalty fees or surcharges for appointment tardiness or appointment cancellation by the Purchaser are as follows:

«Cancellation\_Policy»

### **Contractor Travel:**

The Services are to be delivered at a variety of locations across the province, at the direction of the Purchaser. The Contractor will be responsible for ensuring that their appropriate staff members and/or Consultant(s) are available as required. For Draw Downs issued by the Province, pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group One rates (see [http://www2.gov.bc.ca/local/myhr/documents/travel/travel\\_allowances\\_app1.pdf](http://www2.gov.bc.ca/local/myhr/documents/travel/travel_allowances_app1.pdf)).

To be eligible to claim travel, meal and accommodation expenses the Contractor's travel within British Columbia must first be requested and pre-approved by the Province, and the Contractor must be outside their headquarters area or declared base location (32 kilometres from where they ordinarily perform their duties). The Contractor's expenses will then be reimbursed at the Group 1 Rates.

Contractor travel to and from the province of British Columbia will not be reimbursed.

### **Headquarters / Base Location**

When travel within British Columbia is a requirement of any CSA Draw-down, only pre-approved travel originating from the Contractor's declared headquarters or base location in British Columbia will be calculated and reimbursed as described in this schedule.

Any costs for a Contractor who is not based in British Columbia to stay in British Columbia during the term of the CSA Draw-down will not be reimbursed for any travel-related expenses by the Province, other than as described.

The Contractor's headquarters or base location in British Columbia for each approved Consultant are listed above within this schedule.

**SCHEDULE "C"**  
**APPROVED SUBCONTRACTORS**

«Subcontractor»

**SCHEDULE "D"**

**INSURANCE**

Not applicable.



## SCHEDULE “E”

### PRIVACY PROTECTION SCHEDULE

#### Definitions

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

#### Purpose

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

#### Collection of personal information

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

#### Privacy Training

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

7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

#### **Accuracy of personal information**

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

#### **Requests for access to personal information**

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

#### **Correction of personal information**

10. 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.
11. When issuing a written direction under section 10, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 12.
12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
13. If the Contractor receives a request for correction of personal information from a person other than the 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**

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

#### **Storage and access to personal information**

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

### **Retention of personal information**

16. 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**

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

### **Disclosure of personal information**

18. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

### **Notice of foreign demands for disclosure**

20. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

### **Notice of unauthorized disclosure**

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

### **Inspection of personal information**

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the

Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### **Compliance with the Act and directions**

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

### **Notice of non-compliance**

25. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the 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**

26. 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**

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
29. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

**SCHEDULE “F”**

**ADDITIONAL TERMS**

**ADMINISTRATIVE REQUIREMENTS**

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

**Procurement Services Branch CSA Contact**

1. For further information or clarification:

Representative (Province):  
Bryn Johns, Procurement Specialist  
Email: [Bryn.Johns@gov.bc.ca](mailto:Bryn.Johns@gov.bc.ca)  
Phone: 250-387-7317  
Address: Procurement Services Branch  
3<sup>rd</sup> Floor  
563 Superior St  
Victoria BC V8V 1T7  
Attn: Bryn Johns

**REPORTING PROCEDURES**

**Quarterly Draw Down Reports**

2. Offeror is required to submit Drawdown reports to Procurement Services, and in each report will provide an explanation for any missing data. Draw Down reports must be submitted on a quarterly basis and are due as follows:

<b>The Report for:</b>	<b>Is due:</b>
January, February, March	April 30
April, May, June	July 31
July, August, September	October 31
October, November, December	January 31

3. Quarterly Draw Down information must be sent either by mail, courier or email by the Offeror to:

Procurement Services Branch  
3rd Floor  
563 Superior St  
Victoria BC V8V 1T7  
Attn: Bryn Johns

Email: [Bryn.Johns@gov.bc.ca](mailto:Bryn.Johns@gov.bc.ca)

4. The report must contain at a minimum:

- CSA number
- Service(s) ordered
- Purchaser
- Executive receiving the Services
- Consultant providing the Services
- Date Services were performed
- Hourly rate and number of hours provided

5. The Offeror shall provide a quarterly report **regardless of whether or not any Draw Downs are received in the applicable months** (i.e. a written report stating that there were no Draw Downs for the quarter is still to be provided).
6. Failure to submit a Draw Down report within one month of the end of a quarter may result in the CSA being suspended until such time as a Draw Down report is received.

#### Quarterly Fee Remission

7. **Administration Fee.** Each quarter, the Contractor must submit to Procurement Services Branch a cheque for one percent of all sales (exclusive of taxes and travel expenses) that were reported to Procurement Services on the monthly Draw Down report, including sales to any Public Sector Entity. The **cheque must be payable to the Minister of Finance**, and sent to the CSA Contact at Procurement Services Branch at the above noted address. The cheque must clearly identify each CSA and the months represented in the payment. The cheque must be submitted no more than 1 month after the end of the quarter:

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

8. Draw Down reports will be checked against the Procurement Services Branch copies of the Draw Down to verify accuracy. Procurement Services shall promptly notify Offeror of any discrepancy, and will be given 14 days to respond to or rectify the report.
9. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Procurement Services that they are capable of managing the terms of their CSA agreement.
10. Failure to submit a Draw Down report and the applicable reimbursement cheque for the Administration Fee within one month of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as a Draw Down report and the applicable reimbursement cheque is received.

**SCHEDULE G**  
**SECURITY SCHEDULE**

Not applicable.