

CORPORATE SUPPLY ARRANGEMENT (CSA) **CS-00** FOR LEARNING AND DEVELOPMENT SERVICES



THIS CORPORATE SUPPLY ARRANGEMENT is made the 1st day of October, 2016

**[Offeror's name
Address,
Telephone & facsimile number
Contact Name]**

(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 Purchase Document for the Services described in the Purchase Document, 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/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx, as may be updated from time to time, and which includes as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E, F, G, and H (if applicable) 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 Purchase Document requesting the Services under this CSA;
- e) **"Corporate Supply Arrangement"** or **"CSA"** means this CSA;
- f) **"Offeror"** means **[Insert legal name]** also identified as **[Insert doing business as name if applicable]**;
- g) **"Offeror's Representative"** means the representative and designated back-up assigned by the Offeror to administer the CSA;
- h) **"Prices"** means the prices for the Services set out in Schedule "B" to the CSA;
- i) **"Province"** means Her Majesty the Queen in Right of the Province of British Columbia and includes Procurement Services and any ministries of the Province;
- j) **"Province Representative"** means Shanesh Wickremasinghe, Procurement Specialist, or such other individual designated from time to time by the Province to administer this CSA on behalf of the Province;
- k) **"Public Sector Entity"** or **"Entities"** means a broader public sector organization listed at the Procurement Services' website that has been qualified to issue a Purchase Document against a CSA, and also such organizations as may be qualified and added to the list from time to time;

- l) **“Purchase Document”** means a written Purchase Document 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;
 - m) **“Purchase”** means to order Services by way of a Purchase Document against the CSA.
 - n) **“Purchaser”** means the Province or a Public Sector Entity that has issued a Purchase Document;
 - o) **“Procurement Services”** means the Procurement Services Branch, Ministry of Technology, Innovation and Citizens’ Services; and
 - p) **“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, 30, 2021 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 Purchase Document by the Offeror;
 - c) a Purchase Document will form a Contract only for those Services in respect of which a Purchase Document has been issued by a Purchaser, provided always that such a Purchase 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/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx, as may be updated from time to time, and will include as Schedules to the General Services Agreement the completed Schedules A, B, C, D, E, F, G, and H (if

applicable) 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 Purchases. 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 Purchases must not exceed \$75,000.00.

CORPORATE SUPPLY ARRANGEMENT - PUBLIC SECTOR ENTITIES

- 3.2 With respect to Purchases 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 Purchase 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 Purchase 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.

PURCHASE MECHANISM

- 4. The Services may be ordered by various methods, including: in person, telephone, facsimile, or email, so long as a written Purchase Document 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 Purchase.
- 5. Purchases 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 Purchase.
- 6. If the Purchaser issues a Purchase Document to the Offeror prior to the expiry of this CSA and receives

SIGNED by the Offeror

_____ (Authorized Signatory)

_____ Print Name

_____ Print Title(s)

the Services, then the Purchaser will pay to the Offeror the amounts payable as described in Schedule "A".

- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:

- a) this CSA; and
- b) a Purchase Document,

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 PURCHASES 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/assets/gov/government/services-for-government-and-broader-public-sector/buy-goods-services-and-construction/templates-and-tools/general_service_agreement_gsa.docx, and Schedules A to H 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.
 - The Offeror will fulfil any Purchases made before the expiry of such notice period.

SCHEDULE "A" SERVICES

a) **Effective Period of Corporate Supply Arrangement**

The Effective Period will be for five (5) years with options to renew, at the sole discretion of the Province, for two (2) additional one-year periods, unless sooner withdrawn in accordance with the terms and conditions of the CSA.

b) **Additional Definitions**

In addition to the CSA Definitions set out in Section 1.1 of the front cover page, throughout this CSA the following definitions will also apply:

- a. "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;
- b. "Service Areas" means the three Service Areas described in Section 3 of Schedule A, to this CSA;
- c. "Services" means those services described in Section 3 of Schedule A of this CSA;
- d. "Learning and Development Services" means those Service Areas covered under Section 3 of Schedule A.

c) **The Services**

The Offeror will only offer the Service Area(s) identified below with a checkmark:

Development (Service Area 1)

In Service Area 1, Offeror(s) will provide design and development of learning requirements. Offeror(s) will have knowledge and experience in a range of subject areas such as, but not limited to:

- d) Research
- e) Learning Consultation
- f) Performance and Learning Needs Analysis
- g) Learning Strategy Development
- h) Competency Development
- i) Organizational Development
- j) Instructional Design
- k) Content Development
- l) Graphic Design
- m) Multimedia Production
- n) Website Development
- o) Project Management
- p) Evaluation

Delivery (Service Area 2)

In Service Area 2, Offeror(s) will be capable of facilitating Learning and Development content and material (provided by the Purchaser) that meets the needs of the Province. Offeror(s) will have knowledge and experience in areas such as, but not limited to:

- q) Delivery of face to face and/or virtual training sessions;
- r) Use of professional expertise in adult learning to deliver a variety of innovative learning and training activities, techniques and tools;
- s) Assesses participants to measure progress against required learning;
- t) Use PowerPoint, Live Meeting, Lync and other virtual facilitation technologies.

□ Pre-Existing Learning (Service Area 3)

Service Area 3 includes existing learning and development resources offered by the Offeror(s) who have the necessary licenses to deliver those products; or, online resources offered by the Offeror(s) which will be delivered through the Province's servers.

Pre-Existing Learning may include courses delivered by the Offeror(s) in the following methods:

- u) Live in-person course.
- v) Live online presentation course.
- w) Self-directed online courses installed on Province's servers or other approved methods.
- x) Blended learning resources and approaches.

Offerors offering pre-existing courses must state for each course in the Purchase Document form if the Offeror is the owner of the course or is an authorized reseller of the course.

If an Offeror is an authorized reseller of the course, it must state the legal name of the owner, and provide a representation and warranty that it is authorized by the owner to offer the pre-existing courses on the terms and conditions of the CSA, including the required licensing terms and provisions in Schedule H.

Technical Compatibility Requirements for Pre-Existing Learning EXCLUDING live in person courses:

Offerors will have some general knowledge and experience developing curriculum using the following production tools (full version details to be discussed with Offeror prior to delivery of content):

- Adobe eLearning Suite 6 (Adobe Captivate: Ver. 6, Adobe Photoshop: Ver. CS6, Adobe Flash: Ver. CS6, Adobe Acrobat Pro: Ver. X Pro, Adobe Dreamweaver: Ver. CS6, Adobe Audition: Ver. CS6)
- Articulate Studio
- Camtasia Studio
- Video Production (Adobe Premiere Pro CS5)
- Microsoft Office 2010

Any Pre-Existing Learning courses (excluding in person courses) will be hosted on the Learning Centre's Learning Management System server. The Province also reserves the right to consider alternative delivery models proposed by the Offeror. The course should be compliant with SCORM 1.2 to be compatible with the Province's servers. Offeror(s) will be capable of supplying transcripts for content and closed captioning services for video content for all e-learning products to comply with any recent accessibility standards.

The Pre-Existing Learning courses will be provided under the software licensing terms and conditions set out in Schedule H. A Purchaser is not bound by and does not agree to any shrink, click or browse wrap license agreement or conditions or any other condition accompanying the software for the courses in any manner that conflict with or are in addition to the terms and conditions in Schedule H, regardless of any notice to the contrary or actual or deemed acceptance to access or install the software.

Remote access over the internet wherein an Offeror is conducting the learning and development live through real-time audio or video should be provided through the MicroSoft Lync application or some other similar technology compatible with the Province's systems. Provincial course participants should not have to download any additional software or plugins to access the course online (e.g. applications such as WebEx, GoToMeeting, and Adobe Connect Live are NOT compatible with all of the Province's systems).

y) Selection of an Offeror

- 4.1 Offerors may be contacted on an "as, if and when requested" basis and may be contacted directly for the provision of Services in accordance with the selection method set out in paragraph 3.2 or as revised by the Province and communicated to all Offerors from time to time. If an Offeror's requested Consultant is unavailable for a contemplated project, the Offeror may propose a substitute resource to the Province for evaluation and consideration.
- 4.2 For all Service Areas, the Province may select an Offeror from the pre-qualified suppliers' list using one or more of the following selection methods:
 1. If the estimated project value is less than \$25,000 the Province may directly invite an Offeror using the method set out in Section 5.
 2. If the estimated project value is \$25,000 or more and less than \$75,000 the Province may use a competitive or other selection process between a minimum of three (if available) such Offerors that evaluates each Offeror's available Consultants, proposed approach, pricing, or other elements required for the project.
 3. If the estimated assignment value is \$75,000 or more the Province will employ an open competition made publically available through BC Bid. Any contract resulting from such open competition will be on the terms and conditions set out in the applicable solicitation document.
- 4.3 For Service Area 3, the Province may select pre-existing course offerings directly from any of the CSA Offerors based on the Province's specific requirements.

z) Requests for Service

Requests for Service through a CSA for projects or course purchases with a value under \$25,000 will follow a three-step process. Purchasers will initiate this process by using a Purchase Document as per Appendix 1 requesting the Services.

o Selection of Services

- 1.1 A written statement of work will be prepared by the Purchaser requesting the Services, and forwarded to the Offeror, which will specify, but is not limited to, the following:
 - i. nature and location of the project and/or course name;
 - ii. target start and end dates and/or delivery date; and,
 - iii. any milestones and deliverables (for Service Areas 3, this includes number of participants and/or unit course purchases).

Each written statement of work that meets the criteria described in section 4 of the CSA will constitute a Purchase Document by a Purchaser when provided to the Offeror. The Purchase Document will constitute acceptance by the Purchaser of the Offeror's offer under the CSA, with respect to the particular Services described in the Purchase Document, and a Contract is formed on the terms and conditions of the General Services Agreement, as contemplated under the CSA, for such Services.

1.2 Offerors will offer their most suitable Consultant(s), if applicable, (whose qualifications match or exceed the qualifications described in Section 6, who has experience relevant to, and who is available for, the project) by forwarding their resumé to the Purchaser. Resumés should include qualifications, the name and contact information for a reference who has supervised a project listed on the resumé that the Consultant has completed within the past year. A Province of BC reference should be used where applicable. References may be checked.

The Province reserves the right to use any government contract manager(s) who have contracted with an Offeror(s) as reference(s). Further in this regard, Offeror(s) should note that Purchasers will reserve the right to contact any government contract manager(s) or other references that have contracted with the Offeror(s) during the Effective Period to verify the Offeror(s) experience and past performance.

Purchasers may, at their sole discretion, refuse to contract with a Consultant based upon an unsatisfactory reference. In this instance, the Offeror may put forward another suitable Consultant; if no other is available, Purchaser may enter into a selection process with another Offeror with no further obligation to the first Offeror.

- Offerors will provide a fixed price where indicated on the Purchase Document form, based on the unit or hourly rate as quoted in the CSA.
- Upon selection of the Services, the Purchase Document form will be approved and forwarded to the Offeror.

The approved Purchase Document will constitute acceptance by the Purchaser of the Offeror's offer under the CSA, with respect to the particular Services described in the Purchase Document.

aa) Consultant Experience – Minimum Requirements

Please note that Offeror(s) or Consultants who will provide the Services through a CSA will meet or exceed the following minimum requirements. If an Offeror cannot provide a Consultant who meets the following minimum requirements, the Purchaser may terminate the Services with that Offeror and the Province reserves the right to suspend or cancel the CSA.

a. Developer

1. Bachelor's degree in adult education, education, or related field, or equivalent experience (equivalent experience would be at least five years of the required experience described below); and
2. At least three years learning and development experience using adult education principles. Experience may include:
 - i. Research
 - ii. Learning Consultation
 - iii. Performance and Learning Needs Analysis
 - iv. Learning Strategy Development
 - v. Competency Development
 - vi. Instructional Design
 - vii. Content Development
 - viii. Graphic Design
 - ix. Multimedia Production

- x. Website Development
- xi. Project Management
- xii. Evaluation

b. Delivery

1. Degree, diploma, certificate in Adult Education, Education, Training, Organizational or Leadership Development, or a related field or an equivalent combination of education and experience; and
2. A minimum of three years recent* experience facilitating and delivering classroom training to participants at all levels within a corporate or business environment (* Recent experience must be gained within the last five years). Experience may include:
 - a. Delivery of face to face and/or virtual training sessions;
 - b. Uses professional expertise in adult learning to deliver a variety of innovative learning and training activities, techniques and tools;
 - c. Assesses participants to measure progress against required learning objectives;
 - d. Use PowerPoint, Live Meeting, Lync, and other virtual facilitation technologies.

c. Pre-Existing Learning

3. Certificate or degree in adult education, education or equivalent experience (equivalent experience would be at least five years of the required experience described below); and
4. At least three years' experience delivering learning and development using adult education principles and may include:
 - delivering learning and development to groups of various sizes on relevant topics;
 - consulting with subject matter experts to draw out learning objectives and content;
 - presenting in a variety of mediums (e.g. in person, online, or blended) with high production quality, including:
 - Well-defined, achievable learning objectives;
 - Learner engagement and interactivity;
 - Problem/solution based activities;
 - Effective resources to reinforce learning;
 - User friendly navigation;
 - Use of multimedia; and
 - Imbedded images.

Pre-existing courses delivered through online will be hosted on the Learning Centre's Learning Management System server. They must be compliant with SCORM 1.2.

d. Professional Upgrading

The Province expects Offeror(s) and Consultants to maintain annual professional upgrading relevant to the Services outlined in the CSA. Professional upgrading will be maintained throughout the Effective Period of the CSA.

bb) Travel

Travel expenses will be reviewed and pre-approved by Purchasers under the terms and conditions negotiated in Purchase Documents between Contractors and Purchasers on a case by case basis prior to the project. To be

eligible to claim travel, meal and accommodation expenses the Contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties). Travel to and from the province of British Columbia may not be reimbursed.

Pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group Two travel rates (see [http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix A - Group 2 Rates - Travel Expenses for Contractors.pdf](http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_A_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf)).

cc) Security Clearance

Purchasers may, in their sole discretion, require security clearances, in a form satisfactory to the Province, from the Offeror before entering into a Purchase Document. Any costs associated with obtaining such security clearances will be borne by the Offeror under the Purchase Document.

dd) Privacy of Course Participant Information

Offeror(s) must comply with the Province's privacy protection schedule in regard to any personal information collected from course participants. Refer to Schedule E.

ee) Location and Facilities

Typically, facilities will be arranged separately by the Purchaser. Purchasers are not obliged to use Offeror's facilities but if they chose to do so they may negotiate prices on an assignment by assignment basis. Offeror(s) should be prepared to work at their own off-site work location and must have all tools required to deliver the services.

All Offerors must be able to be contacted by telephone and e-mail, and should have access to standard office automation tools (i.e., e-mail, MS Word, MS Excel, and MS PowerPoint).

ff) Additional Offerors

The Province may seek additional Offerors over the Effective Period. Any prospective Offerors will be required to submit a response for evaluation in the same manner as outlined in the original solicitation process (reference RCSA #ON-002812). There is no assurance that the Province will require any additional Offerors.

gg) Environmental Sustainability Considerations

The Province seeks to partner with Offeror(s) who support sustainability initiatives in reducing impacts on society and the environment. These initiatives are in line with the current [BC Government Climate Leadership Plan](#). Offeror(s) are encouraged to maintain sustainability policies and to continually improve levels of service. Where applicable, Offeror(s) and the Province should strive to provide efficiencies and effectiveness in the delivery of Services.

SCHEDULE "B"

FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

- hh) If the estimated Contract value is less than \$25,000 the Province may directly invite an Offeror using the method set out in section 5 of schedule A, and at the prices listed below or attached to this schedule;
- ii) If the estimated Contract value is \$25,000 or more and less than \$75,000 the Province may use a competitive or other selection process between a minimum of three (if available) such Offerors that evaluates each Offeror's available Consultants, proposed approach, pricing, or other elements required for the assignment.
- jj) If the estimated Contract value is \$75,000 or more the Province will use an open competitive process.

2. FEES:

The Offeror(s) fees are detailed in Appendix 2.

Pricing is firm for the term of the CSA.

The rates are all-inclusive and includes all costs associated with delivering the Services with the exception of authorized travel expenses that will be separately reimbursed.

Prices are in Canadian dollars; inclusive of duty, where applicable; exclusive of Goods and Services Tax and Provincial Sales Tax, and, inclusive of the administrative fee.

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

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.

3. EXPENSES:

Expenses: Contractor Travel (if required):

Travel expenses will be reviewed and pre-approved by Purchasers under the terms and conditions negotiated in the Purchase Document between Contractors and Purchasers on a case by case basis prior to the assignment. To be eligible to claim travel, accommodation and meal expenses, the Contractor must be greater than 32 kilometers away from the Contractors location or other agreed location. Travel to and from the province of British Columbia may not be reimbursed.

Pre-approved travel expenses will be reimbursed at the Province of British Columbia's Group Two travel rates (see http://gww.fin.gov.bc.ca/gws/camss/FSA/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf).

Excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- a. the Contractor's legal name and address;
- b. the CSA number;
- c. the date of the statement, and the Billing Period to which the statement pertains;
- d. the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day/Pre-existing courses delivered during the Billing Period.
- e. a chronological listing, in reasonable detail, of any travel 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;
- f. the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- g. a statement number for identification; and
- h. any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province 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 Province as required to obtain the discount.

SCHEDULE "C"

**AUTHORIZED RESELLERS OF PRE-EXISTING LEARNING
(Service Area 3)**

1. List all Authorized Resellers: (if applicable)

2. Representation and Warranty:

The Offeror hereby represents and warrants that the Authorized Resellers listed in this Schedule will comply with the terms and conditions set out in this CSA and will be bound by the terms and conditions of the Contract resulting from a Purchase Document against this CSA.

SCHEDULE "D"

INSURANCE

NOTE that Insurance is required for Service Areas 1 and 2, as well as in-person and online delivery of Service Area 3.

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Effective Period the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured,
 4. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause; and
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (ii) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (iii) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

SCHEDULE E

PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 1. “**access**” means disclosure by the provision of access;
 2. “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 3. “**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;
 4. “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
 9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
 10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
- (b) If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

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

Notice of non-compliance

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

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

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

SCHEDULE F

ADDITIONAL TERMS

ADMINISTRATIVE REQUIREMENTS

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

PROCUREMENT SERVICES CSA CONTACTS

1. For further information or clarification regarding:

Administration (Province):

Email: procurement@gov.bc.ca

Phone:

Representative (Province):

Shanesh Wickremasinghe

Procurement Services Branch

PO Box 9476 Stn Prov Govt

3rd Floor, 563 Superior Street

Victoria, BC V8V 1T7

REPORTING PROCEDURES

Quarterly Purchase Reports

12. The Offeror will submit Purchase reports to Procurement Services on a quarterly basis as follows:

The Purchase report 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

3. Quarterly Purchase reports will be sent via email to Shanesh.wickremasinghe@gov.bc.ca with a copy to lee.oldhamedwards@gov.bc.ca and include the CSA # in the subject line.
4. The Purchase reports will be in MS Excel format and completed in the form of the CSA Purchase report template as provided and updated from time-to-time by the Province.
5. The Offeror will provide a quarterly Purchase report whether or not any Purchase Documents are received in that quarter. Each quarterly Purchase report will provide an explanation for any missing data.

Quarterly Fee Remission

6. **Administration Fee.** Each quarter, the Offeror will submit to Procurement Services Branch a

cheque for **two percent** of all sales (exclusive of taxes and transportation charges) that were reported to Procurement Services on the quarterly Purchase report, including sales to any Public Sector Entity. The cheque must be payable to the Minister of Finance, and sent to the following address:

Procurement Services Branch
PO Box 9476 Stn Prov Gov
Victoria BC V8W 9W6

The cheque must clearly identify each CSA and the months represented in the payment. The cheque 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

7. Purchase reports may be checked against provincial financial records to verify accuracy. Procurement Services shall promptly notify the Offeror of any discrepancy, who will be given one month to respond to or rectify the report.
8. More than two occurrences of inaccuracies may result in the CSA being suspended, until such time as the supplier can demonstrate to Procurement Services that they are capable of managing the terms of their CSA agreement.
9. Failure to submit a reimbursement cheque for the Administration Fee within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.
10. Offeror(s) are responsible for keeping the Procurement Services notified of their most current and accurate contact information. Offerors are to notify Procurement Services immediately in writing, if their legal entity or contact information has changed from what was originally submitted through the RCSA process.

SCHEDULE G
SECURITY SCHEDULE

Definitions

- (a) In this Schedule,
- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
 - (c) "Information" means information
 - (i) in the Material, or
 - (ii) accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means
 - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - (i) the Contractor or a subcontractor if an individual, or
 - (ii) an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

- (b) The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 1. protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 2. limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and

- (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

- 10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
- 11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

- 12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

- 13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

- 14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

- 15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. 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 and, at the Province's discretion, copy:
 - (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. 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

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor

the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.

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

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

- (a) The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
<p>Issued by ICBC:</p> <ol style="list-style-type: none"> 1. B.C. driver’s licence or learner’s licence (must have photo) 2. B.C. Identification (BCID) card <p>Issued by provincial or territorial government:</p> <ul style="list-style-type: none"> • Canadian birth certificate <p>Issued by Government of Canada:</p> <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

- (b) The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

- (c) The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide

employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE H

LICENSING TERMS (FOR SELF-DIRECTED ONLINE COURSES)

- The courses listed in Schedule A are offered on the terms and conditions set out in this Schedule H and include the following terms and conditions (“Offeror Licensing Terms”):
- The Purchaser is not bound by and does not agree to any shrink, click or browse wrap license agreement or conditions or any other condition accompanying the software for the Courses in any manner that conflict with or are in addition to the terms and conditions set out in this Schedule H, regardless of any notice to the contrary or actual or deemed acceptance in order to access or install the software.
- Notwithstanding any other terms and conditions in the Offeror Licensing Terms,
 - any requirement that the Purchaser indemnify the Offeror is void and of no effect;
 - q) the Offeror Licensing Terms are governed by and are to be interpreted and construed in accordance with the laws applicable in the Province of British Columbia;
 - r) the Contractor represents and warrants that:
 - s) it holds ownership and other proprietary rights in the Self-Directed Online Course and any documentation or software for the Course Product (“Course Product”);
 - t) it is authorized to license the Course Product to the Purchaser;
 - u) for a period of 90 days from installation/access that the Course Product will be free from defects in materials and workmanship;
 - v) the Course Product will substantially perform in accordance with published technical information and conform to the product description/course functionality description;
 - w) that the Course Product does not contain any software viruses at time of delivery and does not contain any disabling, timer, clock, lock-out or other termination code or logic that could cause the software to cease operating properly; and
 - x) any enhancements, fixes, upgrades or other releases provided to the Purchaser will comply with the above warranties;
 - y) the Contractor will make reasonable commercial efforts at its sole expense to correct defects in the Course Product or replace the Course Products with similar products; if it is not possible to correct or replace a defective Course Product, the Purchaser will receive a full refund of the Fees;
 - z) the Contractor will at its own expense indemnify, defend and hold the Purchaser harmless from and against all claims, damages or other liabilities asserted by or payable to third parties based on a 3rd party claim that the Course Product infringes a valid US or Canadian patent, copyright, trademark or trade secret of a third party;
 - aa) the Contractor will provide reasonable written notice (time frame) if it will no longer be supporting or maintaining the Course Product; and
 - bb) the Contractor grants to the Purchaser under all of the Contractor’s intellectual property rights owned, licensed or otherwise possessed or controlled by the Contractor, a non-exclusive, royalty-free licence to access and to use the Course Product for the Purchaser’s purposes (as set out in the Purchase Document).

Appendix 1 Purchase Document Form

Date:	
-------	--

Offeror Organization:		CSA#:	
Contact Name:		Phone:	
		Fax:	

Purchaser Department:		Ministry:	
Contact Name:		Phone:	
		Fax:	

1

STATEMENT OF WORK

The Purchaser is seeking to undertake the following work.

Name of Assignment:			
<input type="checkbox"/> Development			
<input type="checkbox"/> Delivery			
<input type="checkbox"/> Pre-existing Learning			
Location:			
Target Start Date:		Target End Date:	
Approximate Hours of Services Required:			
Milestones / Deliverables: (For course development assignments, append an additional schedule to this Purchase Document form, setting out in detail the required project, project schedule, milestones and deliverables (e.g. Project Charter).			

2

SERVICES OFFERED

The Offeror will offer their most suitable Consultant by naming them below, attaching their resume and returning to the Purchaser.

Name(s):	
----------	--

Offerors will offer their most suitable Consultant (whose qualifications match or exceed the qualifications described in the CSA, who possesses relevant experience and is available for the assignment) by attaching their resume. As well as outlining qualifications, resumes should include the name and contact information for a

reference who has supervised an assignment the Consultant has completed within the past year; if a Province of BC reference is available, it should be used. References may be checked. For further details, please see sections 6 of Schedule A.

If, Service Area 3 is offered, the Offeror will offer the following pre-existing course(s)

Course:	
---------	--

The Offeror will provide the Services described in Section 1 for the following fixed price.

Units (hours, modules, etc):	
Price:	

3 AGREEMENT

The Purchaser and the Offeror agree to contract for the Services named above.

Once approved below, the Purchase Document will constitute acceptance by the Purchaser of the Offeror's offer under the CSA, with respect to the particular services described in the Statement of Work above, and at that time a contract is formed on the terms and conditions of the Contract, as contemplated under the CSA named above, for such services. Any additional documentation in respect of the Services agreed upon by the Purchaser and Contractor is incorporated by reference into the Contract as a term and condition of the contract.

Approved:

Name:		Date:	
<i>(Purchaser)</i>			

Name:		Date:	
<i>(Offeror)</i>			