

CHANGES TO GENERAL SERVICE AGREEMENT TEMPLATES

NOTE: The “Date” column indicates when this change was made.

Previous Wording	New Wording	Benefit	Date
1st Page: Former British Columbia Logo	Updated British Columbia Logo	Consistent with all current BC government documents	08-02-12
Page 1 <u>HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA</u> , as represented by _____ (the “Province”) with the following specified address and fax number:	<i>[Identify the responsible minister, public officer or organizational unit for entering into the contract on behalf of the Province. For example, “the Minister of Finance”, “the Attorney General”, “the Information and Privacy Commissioner”, the “Financial Institutions Commission”, etc. It is customary and preferable to refer to the responsible minister unless the contract relates to matters which are independent from any minister (such as contracts entered into by officers of the Legislature). Occasionally, contracts are entered into which are the responsibility of more than one minister, in which case more than one minister may be referenced. Legal advice should be obtained if the contract writer is unclear on who should be named as the Province’s representative]</i>	Provides guidance on who should be named as the entity representing the Province	01-04-13
Clause 4.1 (IT only) As at the date this Agreement is executed and delivered by, or behalf of, the parties, the Contractor represents and warrants to the Province as follows	As at the date this Agreement is executed and delivered by, or <u>on</u> behalf of, the parties, the Contractor represents and warrants to the Province as follows	Grammatically correct, to add clarity of meaning	14-06-11
Clause 12.1 (c) <i>Commercial Arbitration Act.</i>	<i>Arbitration Act.</i>	Provides the name of the applicable Act effective April 1, 2013	01-04-13
Schedule A: Numerous locations where red italicized instructions are placed	Words embedded in the instructions intended for the actual contract were changed to a black font	Differentiates the words that can be used in the final contract from the instructions.	08-02-12
Schedule A: Part 2 Services, Outcomes: <i>[Expected results flowing from the contracted services]</i>	<i>[Expected results flowing from the contracted services. <u>Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]</u></i>	Provides clarity on what is expected under this heading, in order to avoid inadvertently stating that the Contractor is not responsible for deliverables.	08-02-12
Schedule B: Numerous locations of instructions	Instructions were changed to a red font	Differentiates the words that can be used in the final contract from the instructions.	14-06-11
Schedule B: Harmonized sales tax; HST	Goods and Services Tax; GST	Reflects the change to the provincial tax structure	01-04-13
Schedule E, Items 8 & 10:	Business Days	Identifies the term as	14-06-

Previous Wording	New Wording	Benefit	Date
business days		meaning the definition provided in section 1.1, item (a).	11
Schedule E Instructions <i>...if authorized by Knowledge and Information Services, Ministry of Labour, Citizens' Services and Open Government</i>	<i>...if authorized by <u>the Privacy, Compliance and Training Branch, Ministry of Finance</u></i>	Reflects change in Branch and Ministry that issues the authorization for use of alternative version of Schedule E	04-03-2016
Schedule E No reference to privacy training for contractors	Section added entitled "Privacy Training", with the following wording: (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.	Enables compliance with the Privacy Management and Accountability Policy which requires that all service providers handling personal information must complete privacy training on the appropriate collection, use, disclosure, storage and destruction of personal information.	04-03-2016
Schedule G Broken link	http://www2.gov.bc.ca/gov/content/governments/services-for-government/bc-bid-resources/templates-and-tools/service-contract-templates/general-service-agreement-information	Connects directly to the updated link to information on the General Service Agreement, which includes a link to the Instructions for Using the Security Schedule G.	04-07-2016