

## **SHARED COST AGREEMENT**

Contract # {{CONTRACT\_NUMBER}}  
Agreement Type {{AGREEMENT\_TYPE}}  
Responsibility centre {{RESP\_CENTRE}}

### **Province of British Columbia Ministry of Social Development and Poverty Reduction**

{{PROJECT\_NAME}}

THIS AGREEMENT is made the {{AGREEMENT\_DATE}}

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
represented by the MINISTER OF SOCIAL DEVELOPMENT AND POVERTY  
REDUCTION

{{MINISTRY\_ADDRESS}}

Fax: {{MINISTRY\_FAX\_NUMBER}}

Email: {{MINISTRY\_EMAIL}}

(the "Province", "we", "us", or "our" as applicable)

AND:

{{SPR\_LEGAL\_NAME}}

{{SPR\_ADDRESS}}

Fax: {{SPR\_FAX\_NUMBER}}

Email: {{SPR\_EMAIL}}

("the "Project Holder", "you", or "your" as applicable)

**THE PARTIES** to this Agreement agree as follows:

### **ARTICLE 1 — DEFINITIONS**

1.01 Where used in this Agreement:

- (a) "Business Day" means a day, other than a Saturday or a Sunday, on which provincial government offices are open for normal business in British Columbia;

- (b) “Employee” means any person that is the Project Holder’s employee, contractor, officer, director, agent, volunteer or Subcontractor, or an employee, contractor, officer, director, agent or volunteer of a Subcontractor;
- (c) “FAA” means the *Financial Administration Act*, R.S.B.C. 1996, c.138, as amended from time to time;
- (d) “Financial Contribution” means the total aggregate funding value stipulated in Schedule B;
- (e) “Fiscal Year” means the twelve (12) month period from April 1 of a calendar year to March 31 of the following calendar year, inclusive of both dates;
- (f) “Incorporated Material” means any material in existence prior to the start of the Term or developed independently of this Agreement and that is incorporated or embedded in the Produced Material by the Project Holder or a Subcontractor;
- (g) “Material” means the Produced Material and the Received Material;
- (h) “Participant” means any individual who receives services, support, benefits or assistance from the Project Holder as a result of this Agreement;
- (i) “Produced Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced or provided by the Project Holder or a Subcontractor and includes the Incorporated Material;
- (j) “Project” means the project described in Schedule “A” attached to this Agreement;
- (k) “Project Information” means all information in the Material and any other information the Project Holder or a Subcontractor produces, compiles, obtains or accesses (whether verbally, electronically or otherwise) as a result of this Agreement;
- (l) “Received Material” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Project Holder or a Subcontractor from the Province or any other person;
- (m) “Refund” means any portion of the cost of any goods or services purchased by the Project Holder with respect to the Project for which the Project Holder may claim a refund, credit, rebate or remission of any federal, provincial or other tax or duty;
- (n) “Subcontractor” means a person described in paragraph (a) or (b) of section 16.05; and
- (o) “Term” means the period commencing on the start date and expiring on the end date of the Agreement stipulated in Schedule “A” attached to this Agreement.

1.02 The definition of “record” in the *Interpretation Act*, R.S.B.C. 1996, c. 238 is incorporated into this Agreement and “records” will bear a corresponding meaning.

## **ARTICLE 2 — APPOINTMENT**

2.01 The Province retains the Project Holder to carry out the Project during the Term.

## **ARTICLE 3 — PAYMENT OF A FINANCIAL CONTRIBUTION**

3.01 Subject to the provisions of this Agreement, the Province will pay the Financial Contribution to the Project Holder, in the amount and manner, in accordance with the budget and at the times set out in Schedule “B” attached to this Agreement.

3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the Project Holder pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the FAA, to enable the Province, in any fiscal year when any payment of money by the Province to the Project Holder falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in paragraph (a).

3.03 The Project Holder must:

- (a) apply for any Refund, and
- (b) on receipt of any Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule B.

3.04 Nothing in this Agreement creates any undertaking, commitment or obligation by the Province respecting additional or future funding for the Project beyond the Term and the Province shall have no responsibility for any costs, expenses or liabilities of the Project Holder that exceed the maximum contribution payable under this Agreement as specified in Schedule B.

## **ARTICLE 4 — REPRESENTATIONS AND WARRANTIES**

4.01 The Project Holder represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, statements, documents and reports furnished or submitted by the Project Holder to the Province in connection with this Agreement are true and correct;

- (b) the Project Holder has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (c) the Project Holder has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontracts or other agreements in place and available to enable the Project Holder to fully carry out the Project and to grant any licenses under this Agreement;
- (d) the Project Holder holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Project Holder's obligations under this Agreement;
- (e) if the Project Holder is not an individual, that
  - (i) it is duly organized, validly existing and in good standing under the laws of British Columbia,
  - (ii) it has the power and capacity to enter into and to observe, perform and comply with the terms of this Agreement,
  - (iii) all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by or on behalf of the Project Holder, and
  - (iv) this Agreement has been legally and properly executed by, or on behalf of, the Project Holder and is legally binding upon and enforceable against the Project Holder in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction; and
- (f) the Project Holder is not in breach of, or in default under, and carrying out the Project will not constitute a breach by the Project Holder of, any law, statute, regulation or bylaw applicable to or binding on it or its operations or of its constating documents.

4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Project Holder to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Project Holder under this Agreement.

4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Project Holder are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

## **ARTICLE 5 — PROJECT HOLDER’S COVENANTS**

5.01 The Project Holder will:

- (a) carry out the Project in accordance with the terms of this Agreement during the Term;
- (b) comply with the payment requirements set out in Schedule “B”, including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) without limiting the provisions of paragraph (c), comply with the *Income Tax Act* (Canada) including reporting to the Canada Revenue Agency, as may be necessary, any financial support or benefit the Project Holder pays to or for any person as a result of this Agreement;
- (e) hire and retain only qualified staff;
- (f) at the Province’s request, demonstrate to the Province’s satisfaction that any person who as a result of this Agreement is retained by the Project Holder or a Subcontractor as an Employee is retained pursuant to a fair and transparent hiring or contracting process;
- (g) unless agreed otherwise, obtain or supply, at its own cost, all labour, materials, permits, licenses, consents, certificates and other authorizations or approvals necessary to carry out the Project; and
- (h) disclose to the Province without delay, any fact or event that the Project Holder is aware of which may compromise the Project Holder’s chances of success in carrying out the Project.

## **ARTICLE 6 — RELATIONSHIP**

6.01 This Agreement is not a contract for services. This Agreement is an agreement for a financial contribution by the Province to the Project Holder for the Project. The Province’s responsibility with respect to the Project is limited to providing financial assistance to the Project Holder towards the costs and expenses of the Project.

6.02 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.

6.03 The Project Holder will be an independent contractor and not the servant, employee or agent of the Province.

- 6.04 The Project Holder will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 6.05 The Province may, from time to time, give reasonable instructions to the Project Holder in relation to the carrying out of the Project, and the Project Holder will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

## **ARTICLE 7 — OWNERSHIP OF MATERIAL AND INTELLECTUAL PROPERTY**

- 7.01 Any equipment, machinery or other property costing less than \$1,000.00 that is purchased for the conduct of the Project under this Agreement will be retained or disposed of by the Project Holder in such manner as the Province may direct.
- 7.02 If the Project Holder receives a request for access to any of the Material from a person other than the Province and this Agreement does not require or authorize the Project Holder to provide that access, the Project Holder must promptly inform the Province about the request.
- 7.03 The Project Holder exclusively owns all property rights in the Material that are not intellectual property rights.

### **\* PROPERTY\_RIGHTS\_OPTION=A=.**

- 7.04 The Province exclusively owns all intellectual property rights, including copyright, in:
- (a) Received Material that the Project Holder receives from the Province; and
  - (b) Produced Material, other than any Incorporated Material.
- 7.05 On the Province's request, the Project Holder will deliver documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights that the Project Holder, any Subcontractor, or any employee of the Project Holder or of any Subcontractor may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.
- 7.06 On any Incorporated Material being embedded or incorporated in the Produced Material and to the extent it remains so embedded or incorporated, the Project Holder grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise, in respect of that Incorporated Material, the rights set out in the

*Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and

- (b) the right to sublicense or assign to third parties any or all of the rights granted to the Province under paragraph (a).

7.07 After the end of the Term, the Province in its sole discretion may negotiate with the Project Holder to provide the Project Holder a license (which may be exclusive or non-exclusive) for the Project Holder to use, reproduce, modify or distribute some or all of the Produced Material.

**\* PROPERTY\_RIGHTS\_OPTION=N=.**

7.04 The Project Holder exclusively owns all intellectual property rights, including copyright, in Produced Material, other than any Incorporated Material.

7.05 The Province exclusively owns all intellectual property rights, including copyright, in any Received Material that the Project Holder receives from the Province.

7.06 The Project Holder grants to the Province in Produced Material, other than any Incorporated Material that is Received Material that the Project Holder receives from the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide licence to exercise, in respect of that Produced Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Produced Material; and
- (b) the right to sublicense or assign to third parties any or all of the rights granted to the Province under paragraph (a).

7.07 On the Province's request, the Project Holder must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights that the Project Holder, any employee or subcontractor of the Project Holder, or any employee of any subcontractor of the Project Holder may have in the Produced Material.

**\* PROPERTY\_RIGHTS\_OPTION=S=.**  
{{PROPERTY\_RIGHTS\_LANGUAGE}}

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**ARTICLE 8 — RECORDS**

8.01 The Project Holder will:

- (a) establish and maintain, in accordance with Generally Accepted Accounting Principles, accounting and administrative records that pertain to the Project, including books of account, invoices, receipts and vouchers for all expenses;
- (b) record and report statistics and other data in connection with the Project, as identified in this Agreement and Schedule A, in a form and content satisfactory to the Province;
- (c) retain during the Term and for a period of seven (7) years after the end of the Term, all Material, including the records described in paragraphs (a) and (b); and
- (d) permit the Province, or any representative of the Province, at all reasonable times during the Term and for a period of seven (7) years after the end of the Term and on reasonable notice, to enter any premises used by the Project Holder to conduct the Project or keep Material, in order to inspect, audit, examine, review or copy any Material.

8.02 The parties agree that any Material in the possession of the Project Holder is not in the custody or under the control of the Ministry of Social Development and Poverty Reduction for the purpose of the *Freedom of Information and Protection of Privacy Act* (British Columbia).

## **ARTICLE 9 — STATEMENTS AND ACCOUNTING**

- 9.01 The Project Holder will, at a time and in a format specified by the Province, provide to the Province a financial statement that details the Project Holder's expenditure of the Financial Contribution or any portion of the Financial Contribution.
- 9.02 At the end of the Term or early termination of the Agreement, if applicable, the Project Holder will immediately repay to the Province any amount of the Financial Contribution paid to the Project Holder that is not expended by the Project Holder or that exceeds the amount to which the Project Holder is entitled under the Agreement. Any such amount is a debt due and owing to the Province for which the Project Holder is liable and that the Province may recover by any means available to the Province at law or in equity.
- 9.03 The Province may deduct, retain or set-off from or against any amount payable to the Project Holder by the Province under this Agreement, any amount due and owing by the Project Holder to the Government of Canada or the Province during the Term.

## **ARTICLE 10 — SECURITY AND CONFIDENTIALITY**

- 10.01 The Project Holder must:



- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
  - (b) comply with the Security Schedule attached as Schedule E.
- 10.02 The Project Holder must permit the Province free access at all reasonable times, to audit the Project Holder's and any Subcontractor's compliance with Schedule E, using those procedures as the Province in the Province's sole discretion may choose.
- 10.03 The Project Holder must treat as confidential all Project Information and not permit its disclosure or use without the Province's prior written consent except:
  - (a) as required to perform the Project Holder's obligations under this Agreement or to comply with applicable law;
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
  - (c) if it is information in any Incorporated Material.
- 10.04 If an unauthorized disclosure or use of Project Information occurs, regardless of whether that disclosure or use is advertent or inadvertent, the Project Holder must immediately take appropriate action to address that disclosure or use, including complying with any directions given by the Province.

## **ARTICLE 11 — CRIMINAL RECORD CHECKS**

### **11.01 In this Article 11:**

- (a) "CRR Act" means the *Criminal Records Review Act*, R.S.B.C. 1996, c. 86;
- (b) "Certified Criminal Record Check" means the results in writing of a search conducted and certified by the Royal Canadian Mounted Police of all relevant information accessible by the Royal Canadian Mounted Police for a Criminal Record for an individual using the individual's fingerprints;
- (c) "Conviction" has the meaning given to that term in section 1 of the CRR Act;
- (d) "Criminal Record" means an Outstanding Charge or a Conviction for an Offence;
- (e) "Criminal Record Check" means the results in writing of a search by a Local Police Agency or an Equivalent Organization of all relevant information accessible by the Local Police Agency or the Equivalent Organization respecting any Criminal Record for an individual;
- (f) "Equivalent Organization" means an organization approved in advance by the Province that has an ability to check Criminal Records equivalent to the ability of any Local Police Agency to check Criminal Records;

- (g) "Information Systems" means information storage or data processing systems that house Project Information, including information technology systems and associated administrative systems, processing platforms, telecommunications facilities, applications, databases and backup media;
- (h) "Local Police Agency" means a police agency, department, detachment, force, office or service responsible for policing in a municipality, town, district, village, city, county, region or other geographic area;
- (i) "Offence" means an Offence (Canadian) or an Offence (Foreign);
- (j) "Offence (Canadian)" means an offence under a provision of the *Criminal Code*, R.S.C. 1985, c. C-46 or the *Controlled Drugs and Substances Act*, S.C. 1996, c. 19 and includes a predecessor to that provision;
- (k) "Offence (Foreign)" means an offence in a jurisdiction outside Canada that is similar to an Offence (Canadian);
- (l) "Outstanding Charge" means a charge or an application to a court with respect to an Offence, for which an information has been sworn or an application to a court has been made that has not yet resulted in a conviction, acquittal or order by a court;
- (m) "Participant Funds" means any monies the Province provides to the Project Holder pursuant to this Agreement that the Project Holder may pay to or for the support or benefit of any Participant as a result of this Agreement;
- (n) "Relevant Offence" has the meaning given to that term in section 1 of the CRR Act;
- (o) "Security Related Offence" means a Security Related Offence (Canadian) or a Security Related Offence (Foreign);
- (p) "Security Related Offence (Canadian)" means an offence under a provision in Parts II, II.1, IV, VI, IX, X, XI, XII, XII.2 or XIII of the *Criminal Code*, R.S.C. 1985, c. C-46 and includes a predecessor to that provision;
- (q) "Security Related Offence (Foreign)" means an offence in a jurisdiction outside Canada that is similar to a Security Related Offence (Canadian);
- (r) "Project Team" means the Employees employed or retained to deliver the Project; and
- (s) "Start Date" with respect to an Employee means the date the Employee will begin having contact with any Participant, access to Information Systems, or access to Participant Funds.

11.02 The Project Holder must, for any Employee that will have:

- (a) contact with any Participant;
- (b) access to Information Systems; or

- (c) access to Participant Funds,  
obtain a Criminal Record Check:
- (d) before the Employee's Start Date;
- (e) if at any time the Project Holder becomes aware that the Employee has a Criminal Record for an Offence, before the Employee has further contact with any Participant, further access to Information Systems, or further access to Participant Funds; and
- (f) every two (2) years after the Employee's previous Criminal Record Check.

11.03 If the information in a Criminal Record Check indicates that an Employee has or may have a Criminal Record, the Project Holder must obtain a Certified Criminal Record Check for the Employee, before the Employee's Start Date, or before the Employee has further contact with any Participant, further access to Information Systems, or further access to Participant Funds, as applicable.

11.04 The Province may exempt the Project Holder, with respect to any Employee, from the requirement:

- (a) in section 11.02 (d), if the Project Holder has on record for the Employee:
  - (i) a Criminal Record Check obtained in the twelve (12) months immediately before the Employee's Start Date; or
  - (ii) a criminal record check obtained under the CRR Act for the Employee to "work with vulnerable adults", as that term is defined in the CRR Act, in the twelve (12) months immediately before the Employee's Start Date; or
- (b) in section 11.03, if the Project Holder has on record for the Employee a Certified Criminal Record Check obtained after the Criminal Record Check that indicates the Employee has or may have a Criminal Record.

11.05 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in section 11.02 (a) discloses a Criminal Record for a Relevant Offence, the Project Holder must determine whether the Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant.

11.06 If a Criminal Record Check or Certified Criminal Record Check for any Employee described in section 11.02 (b) or (c) discloses a Criminal Record for a Security Related Offence, the Project Holder must determine whether the Employee presents a risk of a breach of Information Systems security or financial loss with respect to Participant Funds.

11.07 In making a determination under section 11.05 or 11.06, the Project Holder must consider the following:

- (a) whether the Employee's behaviour associated with the Relevant Offence or Security Related Offence in question, would, if repeated, pose a risk of physical, mental, emotional or sexual abuse to any Participant, a breach of Information Systems security, or financial loss with respect to Participant Funds, as applicable;
- (b) the circumstances of the Relevant Offence or Security Related Offence in question, including the age of the Employee at the time of the Relevant Offence or Security Related Offence and the existence of any extenuating circumstances; and
- (c) any other factors that the Project Holder considers relevant including, without restriction, the time elapsed since the occurrence of the Relevant Offence or Security Related Offence in question, subsequent actions of the Employee, the likelihood of the Employee repeating a similar kind of behaviour and any attempts at rehabilitation.

11.08 If the Project Holder determines:

- (a) pursuant to section 11.05 that an Employee presents a risk of physical, mental, emotional or sexual abuse to any Participant, the Project Holder must immediately remove the Employee from the Project Team; or
- (b) pursuant to section 11.06 that an Employee presents a risk of a breach in Information Systems security or a risk of financial loss with respect to Participant Funds, the Project Holder must immediately deny the Employee access to any Information Systems and any Participant Funds.

11.09 The Project Holder must provide to the Province forthwith, any Employee's Criminal Record Check or Certified Criminal Record Check, as applicable:

- (a) on the Province's request; or
- (b) on the Project Holder's receipt of the Criminal Record Check or the Certified Criminal Record Check if,
  - (i) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in section 11.02 (a) and it indicates that the Employee has or may have a Criminal Record for a Relevant Offence; or
  - (ii) the Criminal Record Check or the Certified Criminal Record Check is for an Employee described in section 11.02 (b) or (c) and it indicates that the Employee has or may have a Criminal Record for a Security Related Offence.

11.10 Based solely on an Employee's Criminal Record Check or Certified Criminal Record Check, the Province may, in the Province's sole discretion, request that the Project Holder immediately remove the Employee from the Project Team or deny the Employee access to any Information Systems and any Participant Funds and the Project Holder must comply with that request.

11.11 If the Project Holder fails to:

- (a) obtain for an Employee,
  - (i) a Criminal Record Check required pursuant to section 11.02; or,
  - (ii) a Certified Criminal Record Check required pursuant to section 11.03; or
- (b) provide to the Province pursuant to section 11.09, an Employee's Criminal Record Check or Certified Criminal Record Check, as applicable,

in addition to any other remedy available to the Province under this Agreement, the Province may, in the Province's sole discretion, request that the Project Holder immediately remove the Employee from the Project Team or deny the Employee access to any Information Systems and any Participant Funds and the Project Holder must comply with that request.

11.12 The Project Holder's obligations described in section 4 of Schedule E are in addition to and not in place of the Project Holder's obligations under this Article 11.

## **ARTICLE 12 — DEFAULT**

12.01 Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court, administrative tribunal or government:

- (a) the Project Holder fails to comply with any material provision of this Agreement;
- (b) any representation or warranty made by the Project Holder in connection with this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Project Holder pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Project Holder fails, in the opinion of the Province, to proceed diligently with the Project;
- (e) the Project Holder permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.
- (f) a change occurs with respect to one or more of the properties, assets, conditions (financial or otherwise), businesses or operations of the Project Holder which, in the opinion of the Province, materially adversely affects the ability of the Project Holder to fulfill its obligations under this Agreement;
- (g) the Project Holder ceases, in the opinion of the Province, to carry on its operations;

- (h) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Project Holder;
- (i) the Project Holder becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (j) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made, by the Project Holder; or
- (k) a receiver or receiver-manager of any property of the Project Holder is appointed.

## **ARTICLE 13 — TERMINATION AND SUSPENSION**

13.01 On the occurrence of any Event of Default specified in Article 12 and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:

- (a) by written notice to the Project Holder, immediately terminate this Agreement with immediate effect or on a future date specified in the notice;
- (b) require that the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Project Holder while the Event of Default continues;
- (d) waive the Event of Default; and
- (e) pursue any other remedy available at law or in equity.

13.02 Despite any other provision of this Agreement and in addition to the Province's right to terminate this Agreement under sub-paragraph 13.01 (a), the Province may, at its sole option, terminate this Agreement at any time and for any reason by giving the Project Holder at least {{TERMINATE\_NOTICE\_DAYS\_WORDS}} ({{TERMINATE\_NOTICE\_DAYS\_NUMERALS}}) days' written notice, or any shorter notice and in any other manner that is mutually agreed between the Parties, in which case the payment of the amount required under section 13.04 of this Agreement will discharge the Province of all liability to the Project Holder under this Agreement.

13.03 If the Province terminates this Agreement under section 13.01 (a) or 13.02 before 100% completion of the Project, the Project Holder will immediately on receipt of notice of termination or the date of termination, whichever is earlier, make no further commitment in relation to the Project and immediately cancel or otherwise reduce, to the extent possible, the amount of any outstanding commitment in relation to the Project.

- 13.04 If the Province terminates this Agreement under section 13.01 (a) or 13.02 before 100% completion of the Project, within 30 days of such termination the Province will pay to the Project Holder, all of the Project Holder's costs and liabilities relating to the Project, up to but no more than the Financial Contribution, that the Province in its sole discretion considers to have been reasonably incurred by the Project Holder as of the date of receipt of notice of termination or the date of termination, whichever is later.
- 13.05 The Project Holder will negotiate all commitments related to the Project, including employment contracts and any subcontracts, on terms that will enable the Project Holder to cancel them on conditions and terms which will minimize to the extent possible the Project Holder's costs and liabilities in the event this Agreement terminates before 100% completion of the Project.
- 13.06 The Project Holder will cooperate with the Province and at all times do everything reasonably within its power to minimize or reduce the amount the Province will pay to the Project Holder in the event the Province terminates this Agreement under section 13.01 (a) or 13.02 before 100% completion of the Project.
- 13.07 Notwithstanding section 2.01, the Province may for any reason and in its sole discretion, at any time during the Term and for any length of time, direct the Project Holder to pause or suspend carrying out the Project.

#### **ARTICLE 14 — DISPUTE RESOLUTION**

- 14.01 In the event of a controversy or dispute between the parties arising out of or in connection with this Agreement, or regarding its interpretation or operation, the parties will use reasonable efforts to resolve the dispute amicably through collaborative negotiation, but if the parties, acting reasonably, are unable to resolve their dispute within thirty (30) days after the beginning of the consultation process, then:
- (a) either party may serve written notice on the other party requiring that they submit the dispute to non-binding mediation;
  - (b) the parties will select a single mediator to mediate the dispute in accordance with the Mediation Rules of the British Columbia Mediator Roster Society;
  - (c) the language of the mediation proceeding will be English and the place of mediation will be Victoria, British Columbia;
  - (d) the parties will use reasonable efforts to participate in the mediation process and to resolve their dispute;
  - (e) each party will pay its own costs and an equal share of all other costs of the mediation; and

- (f) should no amicable settlement be reached by the parties within sixty (60) days from the commencement of the mediation, the matter will, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Arbitration Act* (British Columbia).

## **ARTICLE 15 — INSURANCE, INDEMNITY AND LIMITATION OF LIABILITY**

### **15.01 In this Article 15:**

- (a) “Project Holder Loss” means any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Project Holder or any of the Project Holder’s employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends.
- (b) “Province Loss” means any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province’s employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends.

15.02 The Project Holder must comply with terms of the Insurance Schedule attached as Schedule D, as those terms may change from time to time in accordance with the Province’s directions.

15.03 The Project Holder must indemnify and save harmless the Province and the Province’s employees and agents from any Province Loss, to the extent the Province Loss is directly or indirectly caused or contributed to by:

- (a) any act or omission by the Project Holder or by any Employee in connection with this Agreement; or
- (b) any representation or warranty of the Project Holder being or becoming untrue or incorrect.

15.04 The Project Holder must apply for and maintain, at the Project Holder’s expense, personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term, if:

- (a) the Project Holder is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act*, R.S.B.C. 1996, c. 492, in British Columbia or similar laws in other jurisdictions; and



- (b) such personal optional protection insurance is available for the Project Holder from WorkSafeBC or other sources.
- 15.05 Within ten (10) Business Days of the Province's request to do so, the Project Holder must provide the Province with evidence of the Project Holder's compliance with section 15.04.
- 15.06 If the Project Holder incurs any Project Holder Loss (whether based in contract, tort or any other legal theory) that is directly or indirectly caused or contributed to by:
  - (a) any act or omission by the Province or by any employee or agent of the Province arising out of or in connection with this Agreement; or
  - (b) any representation of the Province being or becoming untrue or incorrect, the maximum aggregate damages that the Province may be liable to pay to the Project Holder is the amount obtained by dividing the Financial Contribution by the number of months in the Term.

## **ARTICLE 16 — ASSIGNMENT AND SUBCONTRACTING**

- 16.01 The Project Holder will not, without the prior, written consent of the Province:
  - (a) assign, either directly or indirectly, this Agreement or any right of the Project Holder under this Agreement; or
  - (b) subcontract any obligation of the Project Holder under this Agreement, to any person.
- 16.02 Any assignment or subcontract the Province approves pursuant to section 16.01 must be made in writing.
- 16.03 No subcontract entered into by the Project Holder will relieve the Project Holder from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.
- 16.04 Any subcontract the Project Holder enters to provide any services related to the Project must include a term that obligates the Subcontractor to comply fully with this Agreement in performing any subcontracted obligation.
- 16.05 The Project Holder must ensure that:
  - (a) any person retained by the Subcontractor to perform obligations under this Agreement; and

- (b) any person retained by a person described in paragraph (a) to perform those obligations,

fully complies with this Agreement in performing the subcontracted obligations.

16.06 The Province reserves the right to review the terms and conditions of any subcontract the Project Holder enters into to determine, to the Province's satisfaction, that the Project Holder is compliant with subsection 16.04.

16.07 On providing written notice to the Project Holder, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement.

## **ARTICLE 17 — CONFLICT OF INTEREST**

17.01 The Project Holder will not, during the Term, provide or knowingly allow any Employee to provide any service or advice to any person or entity where the provision of such service or advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Project Holder to the Province under this Agreement and the obligations of the Project Holder to such other person or entity.

## **ARTICLE 18 — PUBLIC ACKNOWLEDGEMENT**

18.01 The Project Holder will:

- (a) consult with and obtain approval from the Province prior to undertaking any communication activities, publications, advertising or press releases, in relation to the Project or this Agreement;
- (b) at the request of the Province, co-operate and assist the Province with any communication activities, publications, advertising or press releases the Province undertakes in relation to the Project or this Agreement; and
- (c) include in
  - (i) any materials the Project Holder produces and distributes to the public for the purpose of publicizing or promoting the Project; and
  - (ii) any publication, presentation, symposia or other dissemination of material pertaining to the Project (after first obtaining a license from the Province if required pursuant to section 7.06)

an acknowledgement of the Province and the Government of Canada, the form, content and location of which is subject to approval by the Province.

## **ARTICLE 19 — FORCE MAJEURE**

19.01 In this section and sections 19.02 and 19.03:

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

19.02 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party’s obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 19.03.

19.03 If an Event of Force Majeure occurs or is likely to occur, the Affected Party must promptly notify the other party in writing and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party’s obligations under this Agreement as soon as possible.

## **ARTICLE 20 — NOTICES**

20.01 Any notice, report, document or other information to be given or provided by a party under this Agreement must be in writing and be mailed, personally delivered, faxed, or electronically transmitted to the other party at the other party’s address, fax number or e-mail address specified on the first page of this Agreement.

20.02 Any notice, report, document or other information from either party will be deemed to have been received by the other party on:

- (a) the fifth Business Day after mailing in British Columbia;

- (b) the date of personal delivery if personally delivered; or
- (c) the date of transmission if faxed or electronically transmitted, unless such transmission is after the normal business hours of other party or on a day that is not a Business Day, in which cases it will be deemed to have been received on the next Business Day.

20.03 Either party may, from time to time, notify the other party in writing of a change of address, fax number or e-mail address and, following the receipt of such notice, the new address, fax number or e-mail address will, for the purposes of section 20.01 or 20.02 of this Agreement, be deemed to be the address, fax number or e-mail address of the party giving notice.

## **ARTICLE 21 — NON-WAIVER**

21.01 No provision of this Agreement and no breach by the Project Holder of any provision will be deemed to have been waived unless such waiver is in writing signed by the Province and the Project Holder.

21.02 The written waiver by the Province of any provision of this Agreement or of any breach by the Project Holder of any provision of this Agreement will not be deemed to be a waiver of any other provision or of any subsequent breach of the same or any other provision of this Agreement.

21.03 The Province's failure or delay in exercising a remedy it is entitled to exercise under this Agreement shall not be considered to be a waiver of that remedy right and partial or limited exercise of a right conferred on the Province shall not prevent the Province from later exercising any right or remedy under this Agreement or applicable law.

## **ARTICLE 22 — ENTIRE AGREEMENT**

22.01 This Agreement and any amendment to it, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

22.02 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.

22.03 Any additional terms set out in the attached Schedule C apply to this Agreement.

22.04 The Schedules attached to this Agreement, including any appendices or other documents attached to or incorporated by reference into those Schedules are part of this Agreement.

## **ARTICLE 23 — SURVIVAL OF PROVISIONS**

23.01 Sections 3.01 to 3.04, 5.01 (b), (d) and (f), 6.01 to 6.04, 7.01 to 7.08, 8.01, 8.02, 9.01 to 9.03, 10.01 to 10.04, 13.03 to 13.06, 14.1, 15.02, 15.03, 15.05, 15.06, 16.03, 16.05, 16.06, 18.01, 19.01 to 19.03, 20.01 to 20.03, 21.01 to 21.03, 22.01 to 22.04, 23.01 and 24.01 to 24.04, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Project or termination of this Agreement, will continue in force indefinitely, subject to any applicable limitation period prescribed by law, even after this Agreement ends.

## **ARTICLE 24 — MISCELLANEOUS**

24.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

24.02 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.

24.03 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Project that by statute, the Project Holder is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

24.04 This Agreement will be binding on the Province and its assigns and on the Project Holder, the Project Holder's successors and permitted assigns or Subcontractors.

24.05 Time is of the essence in this Agreement.

24.06 Each party may enter this Agreement by executing a separate copy of this Agreement (including a photocopy, faxed or emailed copy) and delivering it to the other party at the other party's address, fax number or e-mail address specified on the first page of this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

(Signature)

(Signature)

) (Signature)

## **SCHEDULE A PROJECT DESCRIPTION**

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### **TERM**

1. The term of this Agreement commences on {{TERM\_START\_DATE}} and ends on {{TERM\_END\_DATE}} and the Project Holder will carry out the Project during the period of {{PROJECT\_OBJECTIVE\_PERIOD}} (the "Project Period").

### **INTERPRETATION AND DEFINITIONS**

#### **\* DEFINITIONS=Y=.**

2. In this Schedule  
{{DEFINITION\_OF\_TERMS}}.

#### **\* DEFINITIONS=N=.**

2. N/A

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### **PROJECT OBJECTIVE**

3. During the Project Period the Project Holder will:  
{{CEP\_PROJECT\_OBJECTIVE}}

### **PROJECT DESCRIPTION / INPUTS**

4. During the Project Period the Project Holder will:  
{{CEP\_DESCRIPTION\_OF\_ACTIVITIES}}

### **PROJECT MILESTONES**

5. The Project Holder will meet the following milestones:  
{{MILESTONES}}

### **PROJECT DELIVERABLES / EXPECTED RESULTS / OUTCOMES**

6. The Project Holder will produce the following deliverables or results by  
{{PROJECT\_DELIVERABLES\_DATE}}  
{{CEP\_PROJECT\_DELIVERABLES}}

## REPORTING REQUIREMENTS

### \* **PROGRESS\_PYMTS=Y=.**

7. The Project Holder will report to the Province respecting the Project as follows:
  - (a) With each claim for payment submitted to the Province in accordance with Schedule B, section 22 (a) the Project Holder will submit a corresponding activity report that summarizes the Project Holder's performance of the Project activities described in section 4 and the milestones described in section 5, including an explanation and action plan to remediate any performance shortcomings to ensure the deliverables or results listed in section 6 will be achieved; and
  - (b) With the final claim for payment submitted to the Province in accordance with Schedule B, section 22 (b) the Project Holder will submit a final Project activity report that summarizes each deliverable or result described in section 6, including an explanation and recommendation for any performance shortcomings.

### \* **PROGRESS\_PYMTS=N=.**

7. With the final claim for payment submitted to the Province in accordance with Schedule B, section 22 (b) the Project Holder will submit a final Project activity report that summarizes each deliverable or result described in section 6, including an explanation and recommendation for any performance shortcomings.

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8. The Project Holder will provide a response to any Project performance evaluation report received from the Province.

## ADDITIONAL TERMS

9. Any additional terms set out in the attached Appendix A1 apply to this Schedule.

{{ADDITIONAL\_TERMS}}



**\* PARTICIPANTS\_TERMS=J=.**

**SCHEDULE A – Appendix A1 – Additional Terms**

**Interpretation**

1. Where used in this Appendix:
  - (a) “Personal Information” means recorded information about an identifiable individual, other than information to enable an individual at a place of business to be contacted, that includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual; and
  - (b) “WorkBC Employment Services Contractor” means an organization providing employment services for the Province’s WorkBC Employment Services.

**Intake**

2. The Project Holder will:
  - (a) Interview every individual referred to the Project Holder for the Project by a WorkBC Employment Services Contractor for the Province’s WorkBC Employment Services and select {{PARTICIPANT\_COUNT\_WORDS}} ({{PARTICIPANT\_COUNT\_NUMERALS}}) such individuals to be Participants;
  - (b) Direct any individual who contacts the Project Holder about participating in the Project but has not been referred by a WorkBC Employment Services Contractor to contact the local WorkBC Employment Services Contractor for an assessment of the individual’s employment services needs;
  - (c) Review the objectives and activities of the Project with each Participant and develop a plan for each Participant that outlines the Participant’s planned activities and experiences in the Project in order to achieve the Participant’s employment goal;
  - (d) Inform each Participant, in advance of the start of the Project,
    - (i) the days and hours (which shall not exceed 40 hours per week) that the Participant is required to attend the Project; and
    - (ii) the time off, which will normally be one day every two weeks, that the Participant will be provided to conduct job searches or attend job interviews; and
  - (e) Select any additional Participants necessary to fill any vacancies that may occur before the commencement of the Project activities.

**Reporting and Information**

3. For every individual referred to the Project Holder for the Project by a WorkBC Employment Services Contractor, the Project Holder will inform the referring WorkBC Employment Services Contractor whether or not the Project Holder selects the individual as a Participant.
4. The Project Holder will, at the Province's request, provide the Province with evidence satisfactory to the Province that any Participant was referred to the Project Holder by a WorkBC Employment Services Contractor.
5. For every Participant, the Project Holder will report to the WorkBC Employment Services Contractor that referred the Participant:
  - (a) Information, in the form and manner requested by the WorkBC Employment Services Contractor, regarding the Participant's attendance and progress in the Project;
  - (b) Information, within one (1) business day and in the form and manner requested by the WorkBC Employment Services Contractor, regarding
    - (i) any unauthorized absence, abandonment, or dismissal from the Project,
    - (ii) any significant issue that occurs with respect to the Participant, or
    - (iii) any issue that occurs between the Project Holder and the Participant that the Project Holder cannot resolve; and
  - (c) Information, in the form and manner requested by the WorkBC Employment Services Contractor, regarding any essential work clothing, tools, supplies or equipment the Project Holder provides to a Participant.
6. The Project Holder acknowledges that sections 10.01 to 10.04 of the Agreement apply to any Personal Information it collects, produces or acquires about any Participant.

### **Participant Health and Safety**

7. The Project Holder will:
  - (a) Implement, maintain and follow any health and safety policies, practises and procedures necessary to ensure the safety of all Participants;
  - (b) Ensure that each Participant is fully aware of the policies, practises and procedures described in paragraph (a) and all safety equipment;
  - (c) Before any Participant begins a work experience placement, provide the Participant with health and safety orientation and training for a "new worker", as that term is defined in section 3.22 of the *Occupational Health and Safety Regulation*, B.C. Reg. 296/1997 in accordance with sections 3.23 to 3.25 of that Regulation and any directions that the Province may provide, and deliver to the

Province a record of each Participant's receipt of the orientation and training immediately upon completion; and

- (d) Report to the Province, in the form and manner required by the Province, any injury that occurs as a result of any Participant's participation in the Project.

**\* PARTICIPANTS\_TERMS=R=.**

**SCHEDULE A – Appendix A1 – Additional Terms**

**Interpretation**

1. Where used in this Appendix:

- (a) "Employment and Assistance" or "EA" means benefits provided to eligible British Columbians pursuant to the *Employment and Assistance Act* or the *Employment and Assistance for Persons with Disabilities Act*; and
- (b) "Personal Information" means recorded information about an identifiable individual, other than information to enable an individual at a place of business to be contacted, that includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual.

**Intake**

2. The Project Holder will:

- (a) Select a minimum of {{PARTICIPANT\_COUNT\_WORDS}} ({{PARTICIPANT\_COUNT\_NUMERALS}}) individuals to be Project Participants;
- (b) For any Participant who the Project Holder has been advised is in receipt of Employment Assistance:
  - (i) Obtain the Participant's consent, in accordance with the *Freedom of Information and Protection of Privacy Act* or the *Personal Information Protection Act*, to disclose their Personal Information to, and to collect their Personal Information from the Province for the purpose of determining whether the Participant has been approved by the Province to participate in the Project;
  - (ii) Obtain confirmation from the Province that the Participant has been approved by the Province to participate in the Project;
  - (iii) If the Province does not provide its approval in accordance with subsection (ii), advise the Participant that the Project Holder must decline their application to participate in the Project; and

- (iv) If necessary, select any additional Participants to fill any vacancies that may occur before the commencement of the Project activities; and
- (c) Inform each Participant, in advance of the start of the Project, the days and hours (which shall not exceed 40 hours per week) that the Participant is required to participate in the Project.

### **Reporting and Information**

- 3. For every Participant who has been identified as an EA recipient, the Project Holder will report to the Province:
  - (a) Information, in the form and manner requested by the Province, regarding the Participant's participation in the Project;
  - (b) Information, within one (1) business day and in the form and manner requested by the Province, regarding:
    - (i) any unauthorized absence, abandonment, or dismissal from the Project;
    - (ii) any significant issue that occurs with respect to the Participant; or
    - (iii) any issue that occurs between the Project Holder and the Participant that the Project Holder cannot resolve; and
  - (c) Information, in the form and manner requested by the Province, regarding any monies or supplies that the Project Holder provides to the Participant.
- 4. The Project Holder acknowledges that sections 10.01 to 10.04 of the Agreement apply to any Personal Information it collects, produces or acquires about any Participant.

### **Participant Health and Safety**

- 5. The Project Holder will:
  - (a) Conduct the Project in accordance with the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans*;
  - (b) Implement, maintain and follow any health and safety policies, practises and procedures necessary to ensure the safety of all Participants;
  - (c) Ensure that each Participant is fully aware of the policies, practises and procedures pursuant to subsection (a) and all safety equipment; and
  - (d) Before any Participant begins any work experience placement pursuant to Schedule A:
    - (i) Provide WorkSafeBC coverage for the Participant and assume all responsibilities, including those imposed by the *Workers Compensation Act* (BC), for workplace safety at any placement worksite; and

- (ii) Provide the Participant with health and safety orientation and training for a “new worker”, as that term is defined in section 3.22 of the *Occupational Health and Safety Regulation*, B.C. Reg. 296/1997 in accordance with sections 3.23 to 3.25 of that Regulation.

**\* PARTICIPANTS\_TERMS=N=.**

**SCHEDULE A – Appendix A1 – Additional Terms**

**N/A**

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**SCHEDULE B**  
**ELIGIBLE COSTS**

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**\* PROJECT\_FUNDING=Y=.**  
**GENERAL**

1. Where used in this Schedule:
  - (a) "Advance" means a portion of the Financial Contribution that the Province pays to the Project Holder forthwith after the beginning of the Term that the Project Holder will use to pay for Eligible Costs the Project Holder incurs for the Term;
  - (b) "Annual Maximum" means the maximum total amount the Province is obligated to pay the Contractor under this Agreement for any Fiscal Year during the Term;
  - (c) "Claim Period" means any portion of the Term as may be determined by the Province for which the Project Holder will make claims for payment of Eligible Costs from the Province;
  - (d) "Eligible Costs" means, subject to sections 2 to 16, the costs set out in the Project budget in section 17 incurred by the Project Holder in carrying out the Project;
  - (e) "Maximum Financial Contribution" means the maximum total amount the Province is obligated to pay the Project Holder under this Agreement for the Term; and
  - (f) "Suspension Period" means any portion of the Term for which the Province, under section 13.07 of the Agreement, directs the Project Holder to pause or suspend carrying out the Project.
2. The Province may, by authorization in writing, approve any cost not specifically listed in the Project budget in section 17 as an Eligible Cost.
3. Any cost incurred by the Project Holder is an Eligible Cost only if, in the sole opinion of the Province, it is:
  - (a) Directly related to the Project; and
  - (b) Reasonable.
4. Subject to section 5, only those costs with respect to which the Project Holder incurs an obligation and receives goods or services during the Term are Eligible Costs. No costs incurred before or after the Term are Eligible Costs.
5. If pursuant to this Agreement, the Project Holder is required to provide to the Province an audit report following the expiry of the Term and if the cost of the audit would otherwise

be an Eligible Cost, the cost of the audit is an Eligible Cost notwithstanding that it is incurred outside the Term.

6. Any Refund is excluded from Eligible Costs and not eligible for contribution by the Province under this Agreement.
7. Any travel, meals and accommodation costs that are Eligible Costs may be claimed by the Project Holder at rates not exceeding the rates paid for Group II employees of the Province set out in Appendix 1 to the British Columbia Public Service Agency Policy Statement 17 – Travel (available on the internet at [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)), and in any applicable British Columbia Treasury Board Order or Directive.
8. Where the cost of purchasing, leasing or renting a capital asset for the Project exceeds \$1,000, the Project Holder must obtain the written authorization of the Province prior to acquiring the capital asset unless it is specifically identified in the Project budget in section 17.
9. The Project Holder will preserve any capital assets acquired with the Financial Contribution and use them for the purposes of carrying out the Project unless the Province authorizes their disposition.
10. On completion of the Project or termination of this Agreement, the Project Holder agrees to dispose of, in such manner as the Province may direct, all capital assets purchased as a result of this Agreement other than those:
  - (a) costing less than \$1,000.00;
  - (b) that have been physically incorporated into the premises of the Project Holder; or
  - (c) that have been consumed or expended in carrying out the Project.
11. If the Project Holder receives a contribution in respect of the Project from any person other than the Province, or generates revenue as a result of a Project activity described in Schedule A, the Project Holder will:
  - (a) immediately provide the Province with details thereof; and
  - (b) use the contribution or revenue to reduce the Province's Financial Contribution to the Project.
12. The portion of any cost in respect of which the Project Holder has received, or is entitled to receive a contribution from any other source is not an Eligible Cost.

## **BUDGET FLEXIBILITY**

13. The Project Holder may adjust the subtotal amounts for cost categories set out in the Project budget in section 17, as follows:

(a) To vary, by up to 10%, the subtotal amount for any of the following cost categories:

- (i) Capital assets;
- (ii) Project staff wages and other related staff costs;
- (iii) Professional fees;
- (iv) Other Project costs; and
- (v) Administrative costs; and

(b) To increase, by up to 10%, the subtotal amount for the participant costs category.

**\* PROJECT\_FUNDING=N=.**

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**\* ADMIN\_PERCENTAGE=N=.**

14. The Project Holder will notify the Province in writing of any adjustment to the Project budget it makes under section 13 before incurring any cost to which such an adjustment applies.

15. The Project Holder may not make any adjustment under section 13 that would result in an increase in the amount of any Annual Maximum specified in section 18 or the Maximum Financial Contribution from the Province specified in section 19.

16. Any adjustment by the Project Holder to a cost category set out in the Project budget in section 17, other than an adjustment made pursuant to section 13, must be approved by the Province in advance.

**\* ADMIN\_PERCENTAGE=Y=.**

13.1. If, pursuant to section 13, the Project Holder adjusts a subtotal amount for any cost category set out in the Project budget in section 17 and by so doing also adjusts the amount of Total Direct Project Costs set out in the Project budget in section 17, the Project Holder must adjust the amount of the Administrative Costs category set out in the Project budget in section 17 to an amount that is {{ADMIN\_PERCENT\_WORDS}} percent ( {{ADMIN\_PERCENT\_NUMERALS}} %) of the adjusted amount of Total Direct Project Costs.

14. The Project Holder will notify the Province in writing of any adjustment to the Project budget it makes under section 13 or 13.1 before incurring any cost to which such an adjustment applies.



15. The Project Holder may not make any adjustment under section 13 or 13.1 that would result in an increase in the amount of any Annual Maximum specified in section 18 or the Maximum Financial Contribution from the Province specified in section 19.
16. Any adjustment by the Project Holder to a cost category set out in the Project budget in section 17, other than an adjustment made pursuant to section 13 or 13.1, must be approved by the Province in advance.

## **PROJECT BUDGET**

17. The Project Holder's costs for the Project are listed in the following budget:

{{CEP\_PROJECT\_COSTS}}

## **MAXIMUM AMOUNTS**

### **\* CONT\_FISCALYEAR\_COUNT=1=.**

18. Notwithstanding any other provision of this Schedule, the Annual Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to make to the Project Holder under this Agreement for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_1}} to March 31, {{CEP\_END\_FISCAL\_1}} is {{CEP\_ANNUAL\_MAX\_1}}.
19. Notwithstanding any other provision of this Schedule, the Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to make to the Project Holder under this Agreement is the amount of {{CONTRACT\_MAXIMUM\_WORDS}} DOLLARS ( {{SCHEDULE\_B\_CONTRACT\_MAXIMUM}} ).

### **\* CONT\_FISCALYEAR\_COUNT=2=.**

18. Notwithstanding any other provision of this Schedule, the Annual Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to pay the Project Holder under this Agreement for each Fiscal Year of the Term is:
  - (a) {{CEP\_ANNUAL\_MAX\_1}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_1}} to March 31, {{CEP\_END\_FISCAL\_1}}; and
  - (b) {{CEP\_ANNUAL\_MAX\_2}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_2}} to March 31, {{CEP\_END\_FISCAL\_2}}.
19. Notwithstanding any other provision of this Schedule, the Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to make to the Project Holder under this Agreement is the amount of

{{CONTRACT\_MAXIMUM\_WORDS}} DOLLARS ( {{SCHEDULE\_B\_CONTRACT\_MAXIMUM}} ).

**\* CONT\_FISCALYEAR\_COUNT=3=.**

18. Notwithstanding any other provision of this Schedule, the Annual Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to pay to the Project Holder under this Agreement for each Fiscal Year of the Term is:
- (a) {{CEP\_ANNUAL\_MAX\_1}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_1}} to March 31, {{CEP\_END\_FISCAL\_1}}; and
  - (b) {{CEP\_ANNUAL\_MAX\_2}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_2}} to March 31, {{CEP\_END\_FISCAL\_2}}; and
  - (c) {{CEP\_ANNUAL\_MAX\_3}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_3}} to March 31, {{CEP\_END\_FISCAL\_3}}.
19. Notwithstanding any other provision of this Schedule, the Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to make to the Project Holder under this Agreement is the amount of {{CONTRACT\_MAXIMUM\_WORDS}} DOLLARS ( {{SCHEDULE\_B\_CONTRACT\_MAXIMUM}} ).

**\* CONT\_FISCALYEAR\_COUNT=4=.**

18. Notwithstanding any other provision of this Schedule, the Annual Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to pay to the Project Holder under this Agreement for each Fiscal Year of the Term is:
- (a) {{CEP\_ANNUAL\_MAX\_1}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_1}} to March 31, {{CEP\_END\_FISCAL\_1}}; and
  - (b) {{CEP\_ANNUAL\_MAX\_2}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_2}} to March 31, {{CEP\_END\_FISCAL\_2}}; and
  - (c) {{CEP\_ANNUAL\_MAX\_3}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_3}} to March 31, {{CEP\_END\_FISCAL\_3}}; and
  - (d) {{CEP\_ANNUAL\_MAX\_4}} for the Fiscal Year April 1, {{CEP\_START\_FISCAL\_4}} to March 31, {{CEP\_END\_FISCAL\_4}}.
19. Notwithstanding any other provision of this Schedule, the Maximum Financial Contribution (exclusive of applicable taxes) that the Province is obligated to make to the Project Holder under this Agreement is the amount of {{CONTRACT\_MAXIMUM\_WORDS}} DOLLARS ( {{SCHEDULE\_B\_CONTRACT\_MAXIMUM}} ).

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**PAYMENT TERMS**

20. Subject to this Schedule, the Province will pay to the Project Holder the Eligible Costs incurred and paid by Project Holder to carry out the Project during the Term up to the amounts of the Annual Maximums specified in section 18 and the Maximum Financial Contribution specified in section 19.
21. If the Province, under section 13.07 of the Agreement, directs the Project Holder to pause or suspend carrying out the Project for any Suspension Period, the Province in its sole discretion may:
  - (a) deem that the Project Holder incurred or paid no Eligible Costs for the Suspension Period, or deem the amount of Eligible Costs that the Project Holder incurred or paid for the Suspension Period; and
  - (b) choose to pay no amount of the Financial Contribution to the Project Holder for the Suspension Period or determine the amount of the Financial Contribution that the Province will pay to the Project Holder for the Suspension Period.

**\* PAYMENT\_TYPE=A=.**

22. In order to obtain payment of the Financial Contribution under this Agreement, the Project Holder will deliver to the Province, using forms provided by the Province:
  - (a) Within {{PAYMENT\_TERMS\_WORDS}} ({{PAYMENT\_TERMS\_NUMERALS}}) days after the end of each Claim Period, a claim for payment for the Province's approval, including:
    - (i) a detailed list of all Eligible Costs incurred and paid by the Project Holder during the Claim Period;
    - (ii) any substantiating documentation that may be requested by the Province to verify the Eligible Costs incurred by the Project Holder during the Claim Period; and
    - (iii) any other information reasonably requested by the Province; and
  - (b) Within twenty-one (21) days after completing the Project, a final claim for payment which must include a detailed list of all Eligible Costs incurred and paid by the Project Holder during the Term and a reconciliation of the total Eligible Costs for the Project with the Advance and the Financial Contribution.
23. The Province will pay to the Project Holder an Advance for the Term in an amount that the Province determines appropriate.
24. The amount of the Advance paid by the Province to the Project Holder for the Term must not exceed the Maximum Financial Contribution set out in section 19.

25. Any interest earned by the Project Holder on the Advance must be accounted for by the Project Holder and will be deducted from any final payment made by the Province to the Project Holder in accordance with section 30, or if applicable, added to any excess amount that is repayable by the Project Holder to the Province made in accordance with section 31.
26. Subject to section 31, if the amount of the Advance paid by the Province exceeds the amount of the Eligible Costs incurred and paid by the Project Holder during the Term, the Province may deduct the excess amount and any interest earned on the Advance from any final payment by the Province to the Project Holder described in section 30.
27. Subject to sections 21, 28, 29, 30 and 31, within 30 days of the Province's receipt of each of the Project Holder's claims for payment delivered in accordance with section 22 (b), the Province must pay the Project Holder the Eligible Costs claimed in the statement if they are in accordance with this Schedule
28. The Province may withhold from and not pay to the Project Holder pursuant to section 27, any amount of any claim for payment delivered in accordance with section 22 (a) or (b), pending the completion of an audit of the Project Holder's books and records conducted either by the Province or by an independent auditor as described in section 30 (d).
29. The Province may withhold from and not pay to the Project Holder an amount up to ten percent (10%) of the Maximum Financial Contribution set out in section 19.
30. Subject to sections 20, 21 and 31, the Province will, within 30 days of the Province's receipt of the Project Holder's final claim for payment delivered in accordance with section 22 (b) pay to the Project Holder as a final payment, any amounts withheld pursuant to sections 28 or 29, if:
  - (a) the Eligible Costs are in accordance with this Schedule;
  - (b) the Project Holder has completed the Project;
  - (c) the Province has received from the Project Holder any audit report, other report, record or other Material or information that the Province may require the Project Holder to submit to the Province under the terms of this Agreement;
  - (d) the Province has verified the amount of the Eligible Costs for which the Project Holder claims payment under this Agreement, which may include, at the sole discretion of the Province, an audit by the Province or by an independent auditor chosen by the Province of the Project Holder's books and records related to the Project; and
  - (e) the Province has reconciled the total Eligible Costs for the Project with the Financial Contribution.

31. If the total amount of the Advances paid by the Province to the Project Holder exceeds the total amount of the Eligible Costs incurred and paid by the Project Holder during the Term, the Project Holder will repay to the Province the excess amount.

**\* PAYMENT\_TYPE=P=.**

22. In order to obtain payment of the Financial Contribution under this Agreement, the Project Holder will deliver to the Province, using forms provided by the Province:
- (a) Within {{PAYMENT\_TERMS\_WORDS}} ({{PAYMENT\_TERMS\_NUMERALS}}) days after the end of each Claim Period, a claim for payment for the Province's approval, including:
    - (i) a detailed list of all Eligible Costs incurred and paid by the Project Holder during the Claim Period;
    - (ii) any substantiating documentation that may be requested by the Province to verify the Eligible Costs incurred by the Project Holder during the Claim Period; and
    - (iii) any other information reasonably requested by the Province; and
  - (b) Within twenty-one (21) days after completing the Project, a final claim for payment which must include a detailed list of all Eligible Costs incurred and paid by the Project Holder during the Term and a reconciliation of the total Eligible Costs for the Project with the Financial Contribution.
23. Subject to sections 21, 24 and 25, within 30 days of the Province's receipt of each of the Project Holder's claims for payment delivered in accordance with section 22 (b), the Province must pay the Project Holder the Eligible Costs claimed in the statement if they are in accordance with this Schedule.
24. The Province may withhold from and not pay to the Project Holder an amount up to ten percent (10%) of the Maximum Financial Contribution set out in section 19.
25. The Province may withhold from and not pay to the Project Holder pursuant to section 23, any amount of any claim for payment delivered in accordance with section 22 (b), pending the completion of an audit of the Project Holder's books and records conducted either by the Province or by an independent auditor as described in section 26 (d).
26. Subject to sections 20 and 21, the Province will, within 30 days of the Province's receipt of the Project Holder's final claim for payment delivered in accordance with section 22 (b) pay to the Project Holder as a final payment, any amounts withheld pursuant to section 24 or 25, if:
- (a) the Eligible Costs are in accordance with this Schedule;
  - (b) the Project Holder has completed the Project;

- (c) the Province has received from the Project Holder any audit report, other report, record or other Material or information that the Province may require the Project Holder to submit to the Province under the terms of this Agreement;
- (d) the Province has verified the amount of the Eligible Costs for which the Project Holder claims payment under this Agreement, which may include, at the sole discretion of the Province, an audit by the Province or by an independent auditor chosen by the Province of the Project Holder's books and records related to the Project; and
- (e) the Province has reconciled the total Eligible Costs for the Project with the Financial Contribution.

**\* PAYMENT\_TYPE=F=.**

- 22. In order to obtain payment of the Financial Contribution under this Agreement, the Project Holder will submit to the Province, using forms provided by the Province, within twenty-one (21) days after completing the Project, a final claim for payment which must include a detailed list of all Eligible Costs incurred and paid by the Project Holder during the Term and a reconciliation of the total Eligible Costs for the Project with the Financial Contribution.
- 23. Subject to sections 19 and 21, the Province will, within 30 days of the Province's receipt of the Project Holder's claim for payment for the total Eligible Costs for the Project delivered in accordance with section 22, pay to the Project Holder the Eligible Costs in the claim for payment, if:
  - (a) the Eligible Costs are in accordance with this Schedule;
  - (b) the Project Holder has completed the Project;
  - (c) the Province has received from the Project Holder any audit report, other report, record or other Material or information that the Province may require the Project Holder to submit to the Province under the terms of this Agreement;
  - (d) the Province has verified the amount of the Eligible Costs for which the Project Holder claims payment under this Agreement, which may include, at the sole discretion of the Province, an audit by the Province or by an independent auditor chosen by the Province of the Project Holder's books and records related to the Project; and
  - (e) the Province has reconciled the total Eligible Costs for the Project with the Financial Contribution.

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**\* PROJECT\_FUNDING=N=.**

**N/A**

\* PROJECT\_FUNDING=Y=.

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**SCHEDULE C**  
**ADDITIONAL TERMS**

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**N/A**



## **SCHEDULE D**

### **INSURANCE**

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#### **Commercial General Liability Insurance**

1. The Project Holder must, without limiting its obligation or liabilities and, unless approved by the Province as an Eligible Cost in accordance with Schedule B, sections 1 (a), 2, 3 and 4, at its own expense, purchase and maintain throughout the Term the following insurance with an insurer licensed in Canada in form and amount acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than two million dollars (\$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;
    - (ii) be endorsed to provide the Province with thirty (30) days' advance written notice of cancellation or material change; and
    - (iii) include a cross liability clause.

#### **Additional Insurance**

2. The Project Holder must, without limiting its obligation or liabilities and, unless approved by the Province as an Eligible Cost in accordance with Schedule B, sections 1 (a), 2, 3 and 4, at its own expense, purchase and maintain throughout the term of this Agreement the following insurance with an insurer licensed in Canada in form and amount acceptable to the Province:
  - (a) Automobile liability on all vehicles owned, leased, operated or licensed by the Project Holder that the Project Holder uses in carrying out the Project in an amount not less than two million dollars (\$2,000,000.00) per occurrence.

#### **General**

3. All insurance described in sections 1 and 2 must:
  - (a) Be primary; and
  - (b) Not require the sharing of any loss by any insurer of the Province.
4. The Project Holder must provide the Province with evidence of all insurance required under sections 1 and 2 as follows:

- (a) Within ten (10) business days of commencement of the Project, the Project Holder must provide to the Province evidence of the required insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form;
  - (b) If any required insurance policy(ies) expire before the end of the Term of this Agreement, the Project Holder must provide within ten (10) working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance and where applicable, an ICBC Confirmation of Insurance Coverage (APV-47) form; and
  - (c) Despite paragraph (a) or (b), if requested by the Province at any time, the Project Holder must provide to the Province certified copies of the required insurance policies.
5. The Project Holder will provide, maintain and pay for any additional insurance it is required by law to carry, or that the Project Holder, in its sole discretion, considers necessary to cover risks not otherwise covered by insurance specified in this Schedule.

## **SCHEDULE E**

### **SECURITY SCHEDULE**

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#### **Definitions**

1. 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 Project Holder to carry out the Project;
  - (b) “Facilities” means any facilities at which the Project Holder carries out the Project;
  - (c) “Project Worker” means an individual involved in carrying out the Project for or on behalf of the Project Holder and, for greater certainty, may include
    - (i) the Project Holder or a Subcontractor if an individual, or
    - (ii) an employee or volunteer of the Project Holder; and
  - (d) “Sensitive Information” means
    - (i) “personal information” as that term is defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), and
    - (ii) any other Project Information specified as “Sensitive Information” in Appendix E6, if attached.

#### **Schedule contains additional obligations**

2. The obligations of the Project Holder in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security.

#### **Project Worker confidentiality agreements**

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

#### **Project Worker security screening**

4. The Project Holder may only permit a Project Worker who is an employee or a volunteer of the Project Holder to have access to Sensitive Information or otherwise be involved in

carrying out the Project if, after having subjected the Project Worker to the personnel security screening requirements set out in Appendix E1 and any additional requirements the Project Holder may consider appropriate, the Project Holder is satisfied that the Project Worker does not constitute an unreasonable security risk. The Project Holder must create, obtain and retain records documenting the Project Holder compliance with the security screening requirements set out in Appendix E1 in accordance with the provisions of that appendix.

### **Project Worker activity logging**

5. Subject to section 6, the Project Holder must create and maintain detailed records logging the activities of all Project 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 E2, if attached.

### **Facilities and Equipment protection and access control**

7. The Project Holder must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Project Holder required by the Project Holder to carry out the Project from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to carry out the Project; and
  - (b) limit access to Facilities and Equipment of the Project Holder
    - (i) being used by the Project Holder to carry out the Project, or
    - (ii) that may be used by someone to access Project Informationto 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 Project Holder any Facilities or Equipment of the Province for the use of the Project Holder in carrying out the Project, the Project Holder 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 Project Holder 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 E3, if attached.

### **Integrity of Information**

- 10. The Project Holder must:
  - (a) create, maintain and follow a documented process for maintaining the integrity of Project Information while possessed or accessed by the Project Holder; and
  - (b) comply with the information integrity requirements set out in Appendix E4, if attached.
- 11. For the purposes of section 10, maintaining the integrity of Project Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Project Information has:
  - (a) remained as complete as when it was acquired or accessed by the Project Holder; and
  - (b) not been altered in any material respect.

### **Documentation of changes to processes**

- 12. The Project Holder 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 Project Holder becomes aware that:
  - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Project Information or records containing Project Information; or
  - (b) unauthorized access to Facilities or Equipmenthas occurred or is likely to occur (whether or not related to a failure by the Project Holder to comply with this Schedule or the Agreement), the Project Holder must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Project Holder 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 Project Holder 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 Project Holder must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Project Holder to do so.

## **Retention of Records**

15. Unless the Agreement otherwise specifies, the Project Holder must retain all records in the Project Holder's possession that contain Project Information until directed by the Province in writing to dispose of them.

## **Storage of Records**

16. Until disposed of in accordance with section 15, the Project Holder must store any records in the Project Holder's possession that contain Project Information in accordance with the provisions of Appendix E5, 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 Project Holder, enter on the Project Holder's premises to inspect and, at the Province's discretion, copy:
  - (a) any records in the possession of the Project Holder containing Project Information; or
  - (b) any of the Project Holder'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 Project Holder's compliance with this Schedule,

and the Project Holder 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 Project Holder, terminate the Agreement by giving written notice of such termination to the Project Holder, upon any failure of the Project Holder 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 "Project Holder" in this Schedule includes any Subcontractor and the Project Holder must ensure that any such Subcontractor complies 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 Project Holderthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Project Holder in this Schedule will survive the termination of the Agreement.

## SCHEDULE E – Appendix E1 – Security screening requirements

The personnel security screening requirements set out in this Appendix E1 are for the purpose of assisting the Project Holder to determine whether or not a Project Worker constitutes an unreasonable security risk.

### Verification of name, date of birth and address

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

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



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

### **Verification of education and professional qualifications**

2. The Project Holder must
  - (a) verify, by reasonable means, any relevant education and professional qualifications of a Project Worker;
  - (b) obtain or create, as applicable, records of all such verifications; and
  - (c) retain a copy of those records.

### **Verification of employment history and reference checks**

3. The Project Holder must verify, by reasonable means, any relevant employment history of a Project Worker, which will generally consist of the Project Holder requesting that a Project Worker provide employment references and the Project Holder contacting those references. If a Project Worker has no relevant employment history, the Project Holder must seek to verify the character or other relevant personal characteristics of the Project Worker by requesting the Project Worker to provide one or more personal references and contacting those references. The Project Holder must obtain or create, as applicable, records of all such verifications and retain a copy of those records.

### **Security interview**

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

## **CONTRACT SUMMARY**

### **Summary of variable information in the contract**

Contract Number	{{CONTRACT_NUMBER}}
Agreement Type	{{AGREEMENT_TYPE}}
Responsibility Centre	{{RESP_CENTRE}}
Project Name	{{PROJECT_NAME}}
Agreement Date	{{AGREEMENT_DATE}}
Ministry Address	{{MINISTRY_ADDRESS}}
Ministry Fax Number	{{MINISTRY_FAX_NUMBER}}
Ministry Email Address	{{MINISTRY_EMAIL}}
Contractor Legal Name	{{SPR_LEGAL_NAME}}
Contractor Address	{{SPR_ADDRESS}}
Contractor Fax Number	{{SPR_FAX_NUMBER}}
Contractor Email Address	{{SPR_EMAIL}}
Termination Notice (# days in words)	{{TERMINATE_NOTICE_DAYS_WORDS}}
Termination Notice (# days in numerals)	{{TERMINATE_NOTICE_DAYS_NUMERALS}}
Province owns Intellectual Property Rights? 'A' = Province owns ALL 'S' = Province owns SOME 'N' = Province owns NONE	{{PROPERTY_RIGHTS_OPTION}}
Language provided by legal counsel if Province does NOT own intellectual property rights	{{PROPERTY_RIGHTS_LANGUAGE}}
Definition of Terms (or N/A)	{{DEFINITION_OF_TERMS}}
Project Objective Period	{{PROJECT_OBJECTIVE_PERIOD}}
Project Objective	{{CEP_PROJECT_OBJECTIVE}}
Project Description / Inputs	{{CEP_DESCRIPTION_OF_ACTIVITIES}}
Project Milestones	{{MILESTONES}}
Date by which Project Deliverables must be produced	{{PROJECT_DELIVERABLES_DATE}}
Project Deliverables / Expected Results / Outcomes	{{CEP_PROJECT_DELIVERABLES}}
Additional Terms	{{ADDITIONAL_TERMS}}
Number of Participants (in words)	{{PARTICIPANT_COUNT_WORDS}}
Number of Participants (in numerals)	{{PARTICIPANT_COUNT_NUMERALS}}
Appendix A1 - Additional Terms: J=JCP, P=PBLMT, R=R&I,	{{PARTICIPANTS_TERMS}}

N=No Participants	
Project Receiving Funding? (Y/N)	{{PROJECT_FUNDING}}
Term Start Date	{{TERM_START_DATE}}
Term End Date	{{TERM_END_DATE}}
Admin Costs are percentage of Project Costs? (Y/N)	{{ADMIN_PERCENTAGE}}
Admin Costs (in words) as % of Total Direct Project Costs	{{ADMIN_PERCENT_WORDS}}
Admin Costs (in numerals) as % of Total Direct Project Costs	{{ADMIN_PERCENT_NUMERALS}}
Project Costs	{{CEP_PROJECT_COSTS}}
Maximum contribution (words)	{{CONTRACT_MAXIMUM_WORDS}}
Maximum contribution (numerals)	{{SCHEDULE_B_CONTRACT_MAXIMUM}}
Payment Terms –determines whether payments will be made in advance or upon receipt and verification of monthly claims	{{PAYMENT_TYPE}}
# Days to Submit Claim (words)	{{PAYMENT_TERMS_WORDS}}
# Days to Submit Claim (numerals)	{{PAYMENT_TERMS_NUMERALS}}