



**CORPORATE SUPPLY ARRANGEMENT**  
**PROFESSIONAL CARBON PLANNING CONSULTING SERVICES**  
FOR  
THE PROVINCE OF BRITISH COLUMBIA

**CORPORATE SUPPLY ARRANGEMENT (CSA) REFERENCE NUMBER CS-#####**

THIS CORPORATE SUPPLY ARRANGEMENT is made the 15<sup>th</sup> day of October 2008.

**OFFERER'S NAME**  
(The "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA AND SUCH OTHER ENTITIES AND ON THE TERMS AND CONDITIONS, DESCRIBED BELOW.

**THE OFFER IS AS FOLLOWS:**

**DEFINITIONS**

1. In this Corporate Supply Arrangement:

- a) "Administrative Requirements" means those requirements set out in Schedule "C";
- b) BC Bid® refers to the Province's e-procurement site where suppliers can access, create, browse, and compete on public sector opportunities;
- c) "Climate Action Secretariat" see [http://www.climateactionsecretariat.gov.bc.ca/EN/climate\\_action\\_secretariat/](http://www.climateactionsecretariat.gov.bc.ca/EN/climate_action_secretariat/)
- d) "Consortium" means the Contractor and its Sub-Contractors;
- e) "Contract" means the Contract entered into by the Offeror and an Entity by means of the written Draw-down against the Corporate Supply Arrangement (CSA), for the provision of a specified quantity of the Services set out on the Draw-down Form, for the rates set out in the CSA. The Contract is formed on receipt of the Draw-down Form;
- f) "Contractor" means the Offeror who is in receipt of a Draw-down Form requesting supply of a portion of the Services from the CSA;
- g) "Corporate Supply Arrangement" or "CSA" means the Offeror's offer to supply the Services at the rates set out in Schedule "A";
- h) "Draw-down" means an order for Service placed by a Ministry or Public Sector Organization using a Draw Down Form;
- i) "Draw Down Form" means any form of the Province that lists this Corporate Supply Arrangement Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
- j) "Entity" means a ministry of the Province or an Authorized British Columbia Public Sector Organization, as may be added at the sole discretion of the Province from time to time;
- k) "[Greenhouse Gas Target Reductions Act](#)" or "GGRTA" see [http://www.leg.bc.ca/38th3rd/3rd\\_read/gov44-3.htm](http://www.leg.bc.ca/38th3rd/3rd_read/gov44-3.htm);

- l) "Greenhouse Gas" or "GHG" means any or all of carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, sulphur hexafluoride and any other substance prescribed by regulation;
- m) "Offeror" means [Offeror's legal name] also identified as [Offeror's 'doing business as' name if applicable];
- n) "Offeror's Representative" means the contact(s) as set forth above, who is the representative assigned by the Offeror to oversee the CSA;
- o) "Province" means Her Majesty the Queen in Right of the Province of British Columbia and participating Entities;
- p) "Public Sector Organizations" or "PSO" means any of the following:
  - (i) the Provincial government;
  - (ii) an organization or corporation that is not part of the Provincial government but is included within the government reporting entity under the [Budget Transparency and Accountability Act](#), unless excluded by regulation under this Act including Crown Corporations, School Boards, Universities, Colleges, Health Organizations, Tribunals, Advisory Boards;
  - (iii) any other public organization or corporation included by regulation.
- q) "Purchasing Services" means the branch within the Common Business Services division of the Ministry of Labour and Citizens' Services;
- r) "Representative (Province)" means Suzanne Spence, Procurement Specialist or such other individual designated from time to time by the Province to oversee this CSA on behalf of the Province;
- s) "Services" means those services described in Schedule "A"; and,
- t) All references to dollars, currency, and money must mean Canadian dollars (\$CAD).

## TERM

2. This CSA is initiated on October 15, 2008, with an initial term of three (3) years, and with options to extend for up to two (2) additional one-year terms at the sole discretion of the Province.

## THE CORPORATE SUPPLY ARRANGEMENT

3. The Offeror understands and agrees that:

- a) a Contract is formed on receipt of the Draw-down Form by the Offeror;
- b) a Draw-down Form will form a Contract only for those Services which have been Drawn Down, provided always that such Draw-down is made in accordance with the provisions of this CSA and including Schedules "C" and "D";
- c) the issue and distribution of this CSA does not oblige the Province to authorize or order all or any of the Services described in this CSA;
- d) an Entity will pay to the Offeror the rates and any applicable sales taxes for the Services that have been specified on the Draw-down;
- e) an Entity reserves the right to procure the specified Services by any other means it deems necessary including the use of other Contracts, or by other contracting methods;
- f) the Province's liability must be limited to that which arises from a Contract made prior to the expiry date described in paragraph 2;

- g) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other Contracts, standing offers, establishing additional Corporate Supply Arrangements, or by other contracting methods;
- h) the Province reserves the right to set aside this CSA, for whatever reason, and not make it available for any Draw-downs. The Province must promptly notify the Offeror of such action;
- i) no change to this CSA will be valid unless it is by way of an addendum signed by both the Offeror and the Province;
- j) the terms and conditions set out in Schedule "D" will apply to each Contract;
- k) neither Entities utilizing the CSA nor the Offeror will be required to agree to any other terms or conditions than those set out in Schedule "D";
- l) the Offeror must not apply restrictions regarding the Entities wishing to use the CSA;
- m) the Representative (Offeror), and a designated back-up individual, will be available during the Province's normal business hours, and will have the authority to represent the Offeror with respect to all issues arising under this CSA;
- n) the Offeror will not, over the duration of the CSA, offer a lower rates for comparable service levels to other British Columbia public sector buyers, or, if a lower rate is offered to others, it will also apply to this agreement; and,
- o) all references to dollars, currency and money shall mean Canadian dollars.

#### **DRAW DOWN MECHANISM**

- 4. The Services may be ordered by various methods: in person, telephone or facsimile, or Internet.
- 5. Draw-downs against a CSA paid for with the Province's Corporate Purchasing (VISA) card must be accorded the same rates and terms and conditions as any other Draw-down.
- 6. If the Province provides a Draw-down Form prior to the expiry of this CSA and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "A" to this CSA.
- 7. If there is any conflict or inconsistency among any of the provisions of the following documents:
  - a) this CSA; and
  - b) a Draw-down Form,
 then the order of precedence will be (a) and then (b).

#### **NOTIFICATION OF WITHDRAWAL**

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

#### **REPRESENTATIONS**

- 10. The Offeror represents and warrants to the Province that:
  - a) it is a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and is fully legally authorized, licensed and permitted to provide the Services;

- b) it has the power and capacity to enter into the CSA and to comply with each and every term and condition in the CSA;
  - c) all necessary proceedings have been taken to authorize the execution and delivery of the CSA by the Offeror;
  - d) all statements, representations or information, whether oral or written, made, furnished or given by the Offeror, its directors, officers or anyone acting on behalf of the Offeror, to the Province in connection with this CSA are materially correct and accurate;
  - e) it has no knowledge of any fact that materially adversely affects or, so far as it can foresee, might materially adversely affect its condition or its ability to fulfil its obligations under this CSA;
  - f) it is neither a party to nor threatened with any litigation and has no knowledge of any claims against it that would materially adversely affect its financial condition or its ability to fulfil its obligations under this CSA;
  - g) it has filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, has complied with all workers compensation legislation and other similar legislation to which it is subject, and has paid all taxes, fees, and assessments due as of the date of this CSA;
  - h) it is not in breach of any law, statute, regulation, or by-law applicable to its operations;
  - i) it holds all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct its business; and
  - j) it has, and will provide and maintain throughout the term of this CSA, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to it to fully perform and provide their obligations under this CSA in a proper and timely manner.
11. All representations, warranties, covenants and arrangements made in this CSA are material and the Province has relied on them, notwithstanding any prior or subsequent investigation by the Province.

**NOTICE TO CONTRACTORS**

12. As a Contractor with the Province, it is your responsibility to abide by all applicable laws. This is to bring to your attention that if you are conducting services for the province, and you also fall within the parameters of the *Lobbyists Registration Act*, then it is your responsibility to make this determination and register if necessary.

**IN WITNESS WHEREOF** the undersigned extends this CSA on the date first above written.

**SIGNED** by the Offeror

\_\_\_\_\_  
(Authorized Signatory)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

## **SCHEDULE "A"**

### **DESCRIPTION OF SERVICES & PRICING**

#### **1.0 PURPOSE**

The [Greenhouse Gas Target Reductions Act \(GGRTA\)](#) establishes requirements that Public Sector Organizations (PSO) must meet regarding their Greenhouse Gas (GHG) emissions. To facilitate the planning and implementation of GHG management strategies, the Province has issued multiple Corporate Supply Arrangements (CSAs) for Professional Carbon Planning Consulting Services to assist PSOs plan and implement actions to reduce their GHG emissions.

The CSAs, including pricing, are posted on the Ministry of Labour and Citizens' Services Purchasing Services Branch website in a password-protected environment for access by the Province and authorized Public Sector Organizations only. The list of the authorized organizations registered to use these CSAs is available at: [http://pss.gov.bc.ca/csa/pdfs/approved\\_csa\\_users.pdf](http://pss.gov.bc.ca/csa/pdfs/approved_csa_users.pdf)

#### **2.0 CONTRACTOR RESPONSIBILITIES (SERVICES)**

The general range of Services falls into four broad categories, which are detailed below. The nature and scope of these Services is subject to change and may evolve throughout the term of the CSA at the Province's sole discretion.

##### **2.1 Establish Corporate GHG Emissions Context**

- Define economic, social and environmental objectives to provide the foundation for a Public Sector Organization's strategic approach to managing GHG emissions;
- Support the Province and Public Sector Organizations in recognising;
  - the range of policy/legislative climate action requirements they are responsible for meeting;
  - the sources and significance of their GHG emissions consistent with the Greenhouse Gas Reduction Targets Act, its regulations and policy requirements established by the Provincial Government's [Climate Action Secretariat](#).
  - risks and potential liabilities as well as opportunities related to the PSO's emissions profile; and,
  - key stakeholders that should be engaged in the planning process.

##### **2.2 Ensure the Adequacy of Existing Monitoring Systems;**

- Review existing monitoring systems to ensure that accurate and timely information is available to PSO management and is consistent with GGRTA regulations and any government policy requirements.
- Provide recommendations, as required, to align the PSO's monitoring systems with the requirements of reporting tools supplied by the Provincial government.

##### **2.3 Develop GHG Management Plans;**

- Develop a process to engage key stakeholders.
- Identify and assess opportunities for emission reductions from PSO sources. Opportunities should include but not be limited to improvements to existing infrastructure (e.g. Facilities, Information Technology), operating practices and employee behavioural change.

- Identify opportunities for leveraging the PSO's own resources (e.g. external funding and partnerships).
- Develop a plan that capitalizes on opportunities for both short and medium term reductions (i.e., at least 3 year planning horizon).
- Establish a framework and processes for ongoing reporting against the plan as well as ongoing stakeholder engagement and communications.

#### **2.4 Oversee Implementation of GHG Management Plans.**

Consultants may also be required to engage formal project management methodologies to oversee the implementation of GHG Management Plans. Project Management services may include;

- design project objectives
- plan work according to objectives
- control risk
- estimate & allocate resources
- assign, monitor and adjust resources as required
- direct activities
- control and monitor project execution
- track and report on progress
- issues management and resolution
- change management
- stakeholder engagement and communications.

#### **2.5 Travel**

To be eligible to claim travel, meal and accommodation expenses the Contractor's travel within British Columbia must first be requested and pre-approved by the Province **and** the Contractor must be outside their headquarters area or declared base location (32 kilometres from where they ordinarily perform their duties). The Contractor's expenses will then be reimbursed at the Group 2 Rates - Expenses for Contractors.

Contractor travel to and from the province of British Columbia will not be reimbursed. See Section 2.6 for more information about headquarters / base locations.

Please see the following link for Group 2 Rates terms and conditions:

[http://gww.fin.gov.bc.ca/camss/fsa/Branch/Forms/021\\_Appendix\\_1\\_-\\_Group\\_2\\_Rates\\_-\\_Travel\\_Expenses\\_for\\_Contractors.pdf](http://gww.fin.gov.bc.ca/camss/fsa/Branch/Forms/021_Appendix_1_-_Group_2_Rates_-_Travel_Expenses_for_Contractors.pdf)

#### **2.6 Headquarters / Base Location**

When travel within British Columbia is a requirement of any CSA Draw-down, only pre-approved travel originating from the Contractor's declared headquarters or base location in British Columbia will be calculated and reimbursed per Section 2.5 of this CSA.

Any costs for a Contractor who is not based in British Columbia to stay in British Columbia during the term of the CSA Draw-down will not be reimbursed for any travel-related expenses by the Province, other than as described in Section 2.5.

The Contractor's headquarters or base location in British Columbia is recorded in Schedule B of this CSA.

## **2.7 Currency and Taxes**

Rates quoted are:

- in Canadian dollars;
- firm, fixed, and all-inclusive (*with the exception of travel expenses, and only when the travel meets the terms and conditions of section 2.5*)
- inclusive of duty and / or withholding tax, where applicable,
- inclusive of 1% administrative cost recovery as per Schedule C of this CSA, and,
- exclusive of Goods and Services Tax and Provincial Sales Tax.

## **2.8 Approved Personnel**

Only those personnel listed on the attached Personnel Sheet are approved to provide services through any Draw-down of this CSA. The Contractor will not provide services by any other personnel nor will any additional fees be charged.

## **2.9 Rates**

Only those rates as listed on the attached Rate Sheet are applicable to any Draw-down of this CSA.

**SCHEDULE "B"**  
**ORDERING AND CONTACT INFORMATION**

*Offeror's Representative (Name) and contact information..*

*Offeror's declared headquarters and/or base location in British Columbia for the purpose determining reimbursable travel expenses for pre-approved travel only:*

**SCHEDULE "C"**  
**ADMINISTRATIVE REQUIREMENTS**

The following are the administrative requirements and procedures applying to CSA **CS-#####**

**PURCHASING SERVICES CSA CONTACTS**

1. For further information or clarification regarding:

**Administration**

*(Draw Downs, reporting, fee remittance, etc)*

Shirley Boon

Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)

Phone: 250 828-4322

**Representative (Province)**

*(CSA management)*

Suzanne Spence, Procurement Specialist

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

Phone: 250 387-7300

**DRAW DOWN REPORTING PROCEDURES**

2. The Offeror is solely responsible for providing all Draw-down information to the Administration office of Purchasing Services. Draw-down reports, from all participating locations, must be submitted on a monthly basis, on or before the 25th of the following month.
3. Monthly Draw-down information may be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services  
Ministry of Labour and Citizens' Services  
Attn: Shirley Boon  
2<sup>nd</sup> Floor, 455 Columbia Street  
Kamloops, BC V2C 6K4  
Fax: 250 371-3890  
Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)

A monthly report must contain the following and should be provided in the following order:

4. Offeror is solely responsible for providing all Draw Down information to Purchasing Services. Draw Down reports must be submitted on a quarterly basis, on or before the following dates:
- April 30 for January, February and March.
  - July 31 for April, May and June
  - October 31 for July, August and September
  - January 31 for October, November and December

5. Quarterly Draw Down information must be sent either by mail, fax or electronically by the Offeror to:

Purchasing Services  
Ministry of Management Services

Attn: Shirley Boon  
 Room 203E, 2<sup>nd</sup> Floor  
 455 Columbia Street  
 Kamloops BC V2C 6K4  
 Fax: 250-371-3890  
 Email: [Shirley.Boon@gov.bc.ca](mailto:Shirley.Boon@gov.bc.ca)

6. A quarterly report must contain at a minimum:

CSA #;  
 Ministry(s) drawing down on Services;  
 List of projects undertaken;  
 Billings by project.

The information should be provided in columns in the following order:

CSA #	Ministry	Project Description	Billings
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7. The Offeror shall provide a quarterly report regardless of whether or not any Draw Downs are received in that month, and in each quarterly report will provide an explanation for any other missing data.

8. Each quarter the Offeror must submit to Purchasing Services a cheque for one percent of all sales (exclusive of taxes and delivery charges) that were reported to Purchasing Services on the quarterly draw down report. The cheque must be payable to the Minister of Finance, and sent to Shirley Boon, Supply Chain Management Clerk, Purchasing Services, 2nd floor 455 Columbia Street, Kamloops, BC V2C 6K4. The cheque must clearly identify the CSA and the months represented in the payment. The cheque must be submitted no more than 1 month after the end of the quarter:

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

9. Failure to submit a reimbursement cheque within two months of the end of a quarter in which sales were reported may result in the CSA being suspended until such time as reimbursement is received.

10. The Offeror must provide a monthly report regardless of whether or not any Draw-downs are received in that month, and in each monthly report will provide an explanation for any other missing data.

11. In the event that Draw-down reports are not received the Province reserves the right to cancel the CSA for the non-complying location or all locations.

**SCHEDULE "D"**  
**GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW DOWNS OF SERVICES ON A CORPORATE SUPPLY ARRANGEMENT**

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule "A" (the "Services") in accordance with this CSA. You must provide the Services during the term described in the CSA (the "Term"), regardless of the date of execution or delivery of the Draw-down Form.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this CSA, including the license under section 14.
3. Unless otherwise specified in this CSA, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this CSA, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a Sub-Contractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this CSA, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this CSA, are
  - (a) produced by you or a Sub-Contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this CSA, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
  - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").In this CSA, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this CSA 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 CSA, or
  - (c) if it is information in any Incorporated Material.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, and this CSA does not require or authorize you to provide such access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and

(b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a Sub-Contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting its obligations or liabilities and at your own expense, provide and maintain throughout the term of the CSA, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this CSA.
17. You must comply with all applicable laws.
18. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this CSA ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or Sub-Contractors in providing the Services.
19. You must not assign any of your rights under this CSA without our prior written consent.
20. You must not Sub-Contract any of your obligations under this CSA other than to persons listed in Schedule B without our prior written consent. No Sub-Contract, whether consented to or not, relieves you from any obligations under this CSA. You must ensure that any Sub-Contractor you retain fully complies with this CSA in performing the Sub-Contracted obligations.
21. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this CSA.
22. You must not do anything that would result in personnel hired by you or a Sub-Contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this CSA.

## **PAYMENT**

24. If you comply with this CSA, we must pay you the fees described in attached rate sheet.

We are not obliged to pay you more than the "Maximum Amount" (if applicable) of the Draw-down on account of fees.

25. In order to obtain payment of any fees under this CSA, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule "A".
26. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
27. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that

obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

28. Unless otherwise specified in this CSA, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased under this CSA be paid for directly by the Province that they are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

## **TERMINATION**

31. We may terminate this CSA
  - (a) for your failure to comply with this CSA, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days' written notice of termination to you.If we terminate this CSA under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule "B" which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this CSA.
32. If you fail to comply with this CSA, we may terminate it and pursue other remedies as well.

## **GENERAL**

33. You are an independent Contractor and not our employee, agent, or partner.
34. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this CSA on your behalf to enter into and execute this CSA on your behalf without affixing your common seal.
35. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This CSA is governed by and is to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this CSA.
38. Any notice contemplated by this CSA, to be effective, must be in writing and either
  - (a) sent by fax to the addressee's fax number specified in Schedule "B", or
  - (b) delivered by hand to the addressee's address specified in Schedule "B", or
  - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
39. A waiver of any term of this CSA or of any breach by you of this CSA is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
40. No modification of this CSA is effective unless it is in writing and signed by the parties.
41. This CSA and any modification of it constitute the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this CSA or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this CSA ends.
44. The schedules to this CSA are part of this arrangement.
45. If there is a conflict between a provision in a schedule to this CSA and any other provision of this CSA,

the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this CSA.

46. This CSA does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this CSA is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. In this CSA,
  - (a) the words "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this CSA, and
  - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties".

## SCHEDULE E1 - (FOR USE WITH MINISTRIES) PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by \_\_\_\_\_ (the "Province") and \_\_\_\_\_ (the "Contractor") respecting \_\_\_\_\_ (the "Agreement")

### Definitions

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

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

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

### Correction of personal information

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

### Protection of personal information

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

### Storage and access to personal information

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

### Retention of personal information

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

### Use of personal information

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

### Disclosure of personal information

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

### Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (a) receives a foreign demand for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

### Notice of unauthorized disclosure

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

### Inspection of personal information

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

### Compliance with the Act and directions

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

### Notice of non-compliance

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

**Termination of Agreement**

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

**Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any Sub-Contractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Sub-Contractors and agents comply with this Schedule.

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

28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## SCHEDULE E2 - (FOR USE WITH OTHER PUBLIC BODIES) PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between \_\_\_\_\_ (the "Public Body")  
and \_\_\_\_\_ (the "Contractor") respecting \_\_\_\_\_  
(the "Agreement")

### Definitions

1. In this Schedule,
  - (e) "access" means disclosure by the provision of access;
  - (f) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (g) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (h) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Public Body and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

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

### Correction of personal information

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

promptly provide that official's name or title and contact information to the person making the request.

### Protection of personal information

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

### Storage and access to personal information

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

### Retention of personal information

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

### Use of personal information

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

### Disclosure of personal information

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

### Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
  - (d) receives a foreign demand for disclosure;
  - (e) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
  - (f) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosurethe Contractor must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

### Notice of unauthorized disclosure

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

### Inspection of personal information

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

### Compliance with the Act and directions

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

### Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Public Body of the particulars of the non-compliance or

anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

**Termination of Agreement**

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

**Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.

26. Any reference to the "Contractor" in this Schedule includes any Sub-Contractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Sub-Contractors and agents comply with this Schedule.

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

28. If a provision of the Agreement (including any direction given by the Public Body under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.

29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act

