

**GENERAL SERVICES AGREEMENT (GSA)**

|  |
| --- |
| **For Administrative Purposes Only** |
|  ***Contract Information*** |  |  | ***Branch Information*** |  |  |
|  |  |  |  |  |  |
| Contract Number: |  |  | Branch: | [Select Branch] |  |
| Purchase Order No. (if applicable): |  |  | Contract Manager: |  |  |
| Solicitation Number (if applicable): |  |  | Title: |  |  |
| Contract Term: |  |  | Telephone Number: |  |  |
| Renewal Options (if applicable): |  |  | Email Address: |  |  |
|  |  |  |  |  |  |
|  ***Contractor Information*** |  |  | ***Financial Information*** |  |  |
|  |  |  |  |  |  |
| Supplier Legal Name: |  |  | Organization: |  |  |
| Supplier DBA Name (if applicable): |  |  | Service Line: |  |  |
| Telephone Number: |  |  | STOB: |  |  |
| Email Address: |  |  | Project Name: |  |  |
| Website: |  |  |  |  |  |
|  |  |  | *3121 GSA (template)\_22-Mar-2019* |
|  |  |  |

**Table of Contents**

1. Definitions …………….………………………………………………………………………………………………………………………………… 1

1.1 General

1.2 Meaning of “record”

2. Services …………………………………………………………………………………………………………………………………………………… 3

2.1 Provision of services

**Make sure to check the Table of Content pagination and configuration of the Table of Content before issuing.**

**Delete this text box prior to issue.**

2.2 Term

2.3 Supply of various items

2.4 Standard of care

2.5 Standards in relation to persons performing Services

2.6 Instructions by Legislative Assembly

2.7 Confirmation of non-written instructions

2.8 Effectiveness of non-written instructions

2.9 Applicable Laws

3. Payment ………………………………..……….………………………………………………………….…………………………………………… 4

3.1 Fees and expenses

3.2 Statements of accounts

3.3 Withholding of amounts

3.4 Appropriation

3.5 Currency

3.6 Non-resident income tax

3.7 Prohibition against committing money

3.8 Refunds of taxes

4. Representations and Warranties ……………………………………………………………………………………………..……..……… 6

5. Privacy, Security and Confidentiality …………………………………………………………………………………………..………..… 6

5.1 Security

5.2 Confidentiality

5.3 Public announcements

5.4 Restrictions on promotion

6. Material and Intellectual Property …………………………………………….………………………………..………………………..… 7

6.1 Access to Material

6.2 Ownership and delivery of Material

6.3 Matters respecting intellectual property

6.4 Rights in relation to Incorporated Material

6.5 Right of Legislative Assembly to negotiate license of Produced Material

7. Records and Report …………………….……………………..…………………………………………………………….………….…….…… 8

7.1 Work reporting

7.2 Time and expense records

8. Audit ………………………………………………………………………………………………………………………………….…………………… 9

9. Indemnity and Insurance ………………..……………………………………………………………….…..……………………….………… 9

9.1 Indemnity

9.2 Monetary limitations of indemnity

9.3 Exceptions to monetary limitations

9.4 Legislative Assembly to notify Contractor of Loss

9.5 Third-party intellectual property infringement claims

9.6 Insurance

9.7 Workers compensation

9.8 Personal optional protection

9.9 Evidence of coverage

10. Force Majeure ……………………………………………………………………………………………..…………………………..…………… 11

10.1 Definitions relating to force majeure

10.2 Consequence of Event of Force Majeure

10.3 Duties of Affected Party

11. Default and Termination ………………………………..……………………………………………………………………..……………… 11

11.1 Definitions relating to default and termination

11.2 Legislative Assembly’s options on default

11.3 Delay not a waiver

11.4 Province’s right to terminate other than for default

11.5 Payment consequences of termination

11.6 Discharge of liability

11.7 Notice in relation to Events of Default

12. Dispute Resolution ……………………………………………………………………………………………….……………….………..….… 13

12.1 Dispute resolution process

12.2 Location of arbitration or mediation

12.3 Costs of arbitration or mediation

13. Miscellaneous …………………………………………………………..………………………………………………………………………..… 14

13.1 Delivery of notices

13.2 Change of address or fax number

13.3 Assignment

13.4 Subcontracting

13.5 Waiver

13.6 Modifications

13.7 Entire agreement

13.8 Survival of certain provisions

13.9 Schedules

13.10 Independent contractor

13.11 Personnel not to be employees of Legislative Assembly

13.12 Key Personnel

13.13 Pertinent Information

13.14 Conflict of interest

13.15 Time

13.16 Conflicts among provisions

13.17 Agreement not permit nor fetter

13.18 Remainder not affected by invalidity

13.19 Further assurances

13.20 Additional terms

13.21 Governing law

14. Interpretation …………………………………………………………………….……………………………………………………………….… 17

15. Execution and Delivery of Agreement ...………………………………………………………………..…….…………….…….…… 18

EXHIBIT

EXHIBIT A – SAMPLE PURCHASE ORDER FORM ...…………..…………………………………………………..…….……..……. 19

SCHEDULES …………………………………………………………….……………………….………………………………………….……………..……… 20

SCHEDULE A – SERVICES

SCHEDULE B – FEES AND EXPENSES

SCHEDULE C – APPROVED SUBCONTRACTOR(S) *(as applicable)*

SCHEDULE D – INSURANCE

SCHEDULE E – ADDITIONAL TERMS *(as applicable)*

SCHEDULE F – CONFIDENTIALITY AGREEMENT *(as applicable)*

SCHEDULE G – SECURITY SCHEDULE *(as applicable)*

SCHEDULE H – PRIVACY PROTECTION *(as applicable)*

APPENDIX

APPENDIX 1 – PROPOSAL EXCERPTS *(as applicable)* …………….……………………………………….……………..……… 51

**THIS AGREEMENT** is dated for reference the **DD** day of **Month**, **20YY**.

**BETWEEN:**

|  |
| --- |
| **@LEGAL NAME AND, IF APPLICABLE, DESCRIPTION, OF CONTRACTOR**, with the following  |
| specified address and contact information: |
|  |
| [Address] |
| [City, Province, Country, Postal Code] |
| Attention: [Contract Manager Name, Title] |
| Phone: | [insert] |
| Email: | [insert] |
| Fax: | [insert if applicable or delete] |

*(the “****Contractor****”)*

**AND:**

|  |
| --- |
| **THE LEGISLATIVE ASSEMBLY OF BRITISH COLUMBIA**, as represented by Ms. Kate Ryan-Lloyd, Acting Clerk, with the following specified address and contact information: |
|  |
| 501 Belleville Street |
| Victoria, BC, Canada V8V 1X4 |
| [insert Branch name] |
| Attention: [Contract Manager Name, Title] |
| Phone: | [insert] |
| Email: | [insert] |
| Fax: | [insert if applicable or delete] |

*(the “****Legislative Assembly****”)*

(each a “**Party**”, and together the “**Parties**”)

**WHEREAS** the Legislative Assembly wishes to retain the Contractor to provide the services specified in *Schedule A* (the “Services”), and in consideration for the remuneration set out in *Schedule B* (“Fees and Expenses”), the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

**THEREFORE** the Parties agree as follows:

**1 DEFINITIONS**

General

* 1. In this Agreement, unless the context otherwise requires:
1. **“Additional Services”** means any professional services not covered by the scope of the Agreement as described in *Schedule A*;
2. **“Administrative User”** refers to those users able to perform all actions of General Users but with the additional ability to change and/or add configuration of the system and perform other restricted administrative functions;
3. **“Annual Subscription”** refers to [insert application name] annual subscription service;
4. **“Annual Support”** means [insert Contractor name] annual support contract;
5. **“Appendix”** means an appendix to this GSA;
6. **“Assembly”** or **“Legislative Assembly”** or **“LABC”** means the Legislative Assembly of British Columbia;
7. **“Branch”** means the [insert Branch name], **and “Branches”** means the operational departments of the Legislative Assembly;
8. **“Business Day”** means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
9. **“Contractor”** means a person or entity (excluding its parent, subsidiaries or other affiliates) with the legal capacity to contract with the Legislative Assembly;
10. **“Core Modules”** means the pre-loaded operating systems, other supported operating systems, and systems management as defined in *Part D of Schedule A*, which will be subject to the initial implementation;
11. **“Critical Support Request”** refers to a request for Support in which the System is down or malfunctioning to the extent that the Assembly’s business operations have been severely disrupted;
12. **“Custom Request”** means optional supported operating systems, applications, custom designed analytics and formatted reports configured for the General Users and/or Administrative Users, and custom work excluded in the original scope of the Project as described in *Section C of Schedule A,* as and when requested by the Legislative Assembly;
13. **“General Service Agreement”** or **“GSA” of “Contract”** means the written agreement described in this document, including any attached or referenced appendices, schedules or exhibits and as may be modified in writing from time to time by the Parties to this agreement by modification agreement;
14. **“Implementation & Configuration”** means the installation of the Software on the Legislative Assembly’s servers and configuration detailed in *Part E* of *Schedule A*. The Implementation & Configuration process involves consultation with Assembly stakeholders in advance of the configuration and throughout the project to completion;
15. **“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 Contractor or a Subcontractor;
16. **“Initial Term”** means the Term excluding reference to any applicable renewal provisions;
17. **“Maintenance”** relates to the periodic updating of the Software to resolve discovered software bugs, upgrades to technology (i.e. Version Upgrades), and improvements in functionality, etc.;
18. **“Material”** means the Produced Material and the Received Material;
19. **“MLA”** means a Member of the Legislative Assembly of British Columbia;
20. **“Non-Critical Support Request”** refers to a request for Support in which there has been a partial loss of System functionality however limited use of the System remains possible;
21. **“Project”** refers to [insert the name of the project] which will be contingent on the Solution for ultimate project success;
22. **“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 Contractor or a Subcontractor and includes the Incorporated Material;
23. **“Project Manager”** refers to the Contractor or Subcontractor approved representatives who have overall responsibility to provide the Services and ongoing Support to the Legislative Assembly;
24. **“Received Material**” means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Legislative Assembly or any other person;
25. **“Services”** means the services described in *Part 2 of Schedule A*;
26. **“Software”** refers to [insert name of software] application, including all Core and Optional Modules that the Legislative Assembly has purchased;
27. **“Software Developer”** means [insert legal Contractor or Company name];
28. **“Subcontractor”** means a person described in paragraph (a) or (b) of section 13.4;
29. **“Support”** relates to the provision of ad hoc trouble shooting by phone, email, etc.;
30. **“System”** refers to the combination of the technical Hardware equipment and application Software, as described in this section;
31. **“Testing”** or **“Pilot”** means the initial deployment of the Software to a select group of Assembly stakeholders for training purposes, as described in *Part E* of *Schedule A*;
32. **“Term”** means the term of the Agreement described in *Part 1 of Schedule A* subject to that term ending earlier in accordance with this Agreement; and
33. **“Version Upgrade”** means replacing the existing version of the Software with a newer version of the same Software.

Meaning of “record”

1.2 The definition of “record” in the *Interpretation Act* is incorporated into this Agreement and “records” will bear a corresponding meaning.

**2 SERVICES**

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term unless otherwise agreed to in writing by the Parties.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor’s obligations under this Agreement, including the license and modules purchased under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor 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.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Legislative Assembly

2.6 The Legislative Assembly may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Legislative Assembly provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Legislative Assembly in writing, which request the Legislative Assembly must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor’s obligations under this Agreement, the Contractor must comply with all applicable laws.

**3 PAYMENT**

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Legislative Assembly must, subject to Clause 3.4, pay to the Contractor at the times and on the conditions set out in *Schedule B*:

(a) the fees described in that Schedule;

(b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Legislative Assembly’s opinion, are necessarily incurred by the Contractor in providing the Services; and

(c ) any applicable taxes payable by the Legislative Assembly under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b) .

The Legislative Assembly is not obliged to pay to the Contractor more than the “Maximum Amount” specified in *Schedule* *B* on account of fees and expenses.

Statements of accounts

3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Legislative Assembly a written statement of account in a form satisfactory to the Legislative Assembly upon completion of the Services or at other times described in *Schedule B*.

Withholding of amounts

3.3 Without limiting section 9.1, the Legislative Assembly may withhold from any payment due to the Contractor an amount sufficient to indemnify in whole or in part the Legislative Assembly and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Legislative Assembly to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Legislative Assembly.

Appropriation

3.4 The Legislative Assembly’s obligation to pay money to the Contractor in a timely fashion is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Legislative Assembly during which payment becomes due.

Currency

3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Legislative

Assembly may be required by law to withhold income tax from the fees described in *Schedule B* and then to remit that tax to the Receiver General of Canada on the Contractor’s behalf.

Prohibition against committing money

3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor’s obligations under this Agreement commit or purport to commit the Legislative Assembly to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

1. apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Legislative Assembly has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
2. immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Legislative Assembly.

**4 REPRESENTATIONS AND WARRANTIES**

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Legislative Assembly as follows:

* 1. except to the extent the Contractor has previously disclosed otherwise in writing to the Legislative Assembly,
1. all information, statements, documents and reports furnished or submitted by the Contractor to the Legislative Assembly in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
2. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual or other agreements in place and available to enable the Contractor to fully perform the Services and to grant any licenses under this Agreement, and
3. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor’s obligations under this Agreement; and
	1. if the Contractor is not an individual,
	2. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and 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 Contractor, and
	3. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor 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.

**5 PRIVACY, SECURITY AND CONFIDENTIALITY**

Security

5.1 The Contractor 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 G* (if applicable).

Confidentiality

5.2 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Legislative Assembly’s prior written consent except:

(a) as required to perform the Contractor’s obligations under this Agreement or to comply with applicable laws;

(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.

Public announcements

5.3 Any public announcement relating to this Agreement will be arranged by the Legislative Assembly and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

5.4 The Contractor, must not, without the prior written approval of the Legislative Assembly, refer for promotional purposes to the Legislative Assembly being a customer of the Contractor or the Legislative Assembly having entered into this Agreement.

**6 MATERIAL AND INTELLECTUAL PROPERTY**

Access to Material

6.1 If the Contractor receives a request for access to any of the Material from a person other than the Legislative Assembly, and this Agreement does not require or authorize the Contractor to

provide that access, the Contractor must promptly advise the person to make the request to the Legislative Assembly.

Ownership and delivery of Material

6.2 The Legislative Assembly exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Legislative Assembly immediately upon the Legislative Assembly's request.

Matters respecting intellectual property

6.3 The Legislative Assembly exclusively owns all intellectual property rights, including copyright, in:

(a) Received Material that the Contractor receives from the Legislative Assembly; and

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

Upon the Legislative Assembly’s request, the Contractor must deliver to the Legislative Assembly documents satisfactory to the Legislative Assembly that irrevocably waive in the Legislative Assembly's favour any residual rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Legislative Assembly of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Legislative Assembly:

1. a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license 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
2. the right to sublicense or assign to third-parties any or all of the rights granted to the Legislative Assembly under section 6.4(a).

Right of the Legislative Assembly to negotiate license of Produced Material

6.5 After the end of the Term, the Legislative Assembly in its sole discretion, may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Produced Material

**7 RECORDS AND REPORTS**

Work reporting

7.1 Upon the Legislative Assembly’s request, the Contractor must fully inform the Legislative Assembly of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If *Schedule B* provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Legislative Assembly. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

**8 AUDIT**

8.1 In addition to any other rights of inspection the Legislative Assembly may have under statute or otherwise, the Legislative Assembly may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect and, at the Legislative Assembly's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Legislative Assembly of the Legislative Assembly's rights under this section.

**9 INDEMNITY AND INSURANCE**

Indemnity

9.1 The Contractor must indemnify and save harmless the Legislative Assembly and the Legislative

Assembly’s employees and agents from 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 Legislative Assembly or any of the Legislative Assembly’s employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a “Loss”) to the extent the Loss is directly or indirectly caused or contributed to by:

1. errors, any act or omission or negligence by the Contractor or by any of the Contractor’s agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
2. any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:

(a) $2,000,000 per Loss; and

(b) $5,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:

(a) bodily injury or damage to real property or tangible personal property;

(b) third-party intellectual property rights; or

(c) a breach of section 5.1, 5.2 or 6.1 of this Agreement.

Legislative Assembly to notify Contractor of Loss

9.4 To claim indemnification for a Loss pursuant to section 9.1, the Legislative Assembly must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Legislative Assembly becomes aware of the Loss provided that a failure by the Legislative Assembly to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,

(a) then, without limiting section 9.1, the Contractor must defend the Legislative Assembly against that claim at the Contractor’s expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and

(b) the Legislative Assembly must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Legislative Assembly, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

9.6 The Contractor must comply with the “Insurance Schedule” attached as *Schedule D*.

Workers compensation

9.7 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor’s obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

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

(a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and

(b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

[OR]

[If the nature of the project does not require WCB coverage and entails minimal risk - Delete above clause and replace with the following: “Without limiting the generality of section 2.9, the Contractor is not covered by any liability insurance or Workers’ Compensation coverage arranged by the Province and should at the Contractor’s sole expense obtain and maintain throughout the Term any liability, medical or other insurance which the Contractor, in the Contractor’s sole discretion, considers necessary to cover its risks under this Agreement.”]

Evidence of coverage

9.9 Within 10 Business Days of being requested to do so by the Legislative Assembly, the Contractor must provide the Legislative Assembly with evidence of the Contractor’s compliance with sections 9.7 and 9.8.

**10 FORCE MAJEURE**

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) “Event of Force Majeure” means one of the following events:

1. a natural disaster, fire, flood, storm, epidemic or power failure,
2. a war (declared and undeclared), insurrection or act of terrorism or piracy,
3. a strike (including illegal work stoppage or slowdown) or lockout, or
4. a freight embargo

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.

Consequence of Event of Force Majeure

10.2 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 suspended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure 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.

**11 DEFAULT AND TERMINATION**

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) “Event of Default” means any of the following:

1. an Insolvency Event,
2. the Contractor fails to perform any of the Contractor’s obligations under this Agreement, or
3. any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) “Insolvency Event” means any of the following:

1. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
2. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor’s creditors or otherwise acknowledges the Contractor’s insolvency,
3. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
4. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
5. a receiver or receiver-manager is appointed for any of the Contractor’s property, or
6. the Contractor ceases, in the Legislative Assembly’s reasonable opinion, to carry on business as a going concern.

Legislative Assembly’s options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Legislative Assembly may, at its option, elect to do any one or more of the following:

1. by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
2. pursue any remedy or take any other action available to it at law or in equity; or
3. by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or delay on the part of the Legislative Assembly to exercise its rights in relation to an Event of Default will constitute a waiver by the Legislative Assembly of such rights.

Legislative Assembly’s right to terminate other than for default

11.4 In addition to the Legislative Assembly’s right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Legislative Assembly may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless *Schedule B* otherwise provides, if the Legislative Assembly terminates this Agreement under section 11.4:

1. the Legislative Assembly must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in *Schedule B* which corresponds with the portion of the Services that was completed to the Legislative Assembly’s satisfaction before termination of this Agreement; and
2. the Contractor must, within 30 days of such termination, repay to the Legislative Assembly any paid portion of the fees and expenses described in *Schedule B* which corresponds with the portion of the Services that the Legislative Assembly has notified the Contractor in writing was not completed to the Legislative Assembly’s satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Legislative Assembly of the amount described in section 11.5(a) discharges the Legislative Assembly from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Legislative Assembly of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

**12 DISPUTE RESOLUTION**

Dispute resolution process

12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:

 (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

 (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the Mediate BC Society; and

 (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of arbitration or mediation

12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

**13 MISCELLANEOUS**

Delivery of notices

13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

1. by e-mailing the Legislative Assembly’s contact person as noted on the first page of this Agreement, in which case the date and time marked as "Received" in the Inbox email will be considered the official date and time of receipt of the notice. The Contractor should follow-up with the Legislative Assembly contact’s person by phone as per above during regular office hours to ensure their email submission has been duly received;
2. by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
3. by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
4. by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

13.2 Either party may from time to time give notice to the other party of a substitute address, fax number or e-mail, which from the date such notice is given will supersede for purposes of section 13.1 any previous address, fax number and e-mail specified for the party giving the notice.

Assignment

13.3 The Contractor must not assign any of the Contractor’s rights or obligations under this Agreement without the Legislative Assembly’s prior written consent. Upon providing written notice to the Contractor, the Legislative Assembly may assign to any person any of the Legislative Assembly’s rights under this Agreement and may assign to any “government corporation”, as defined in the *Financial Administration Act*,any of the Legislative Assembly’s obligations under this Agreement

Subcontracting

13.4. The Contractor must not subcontract any of the Contractor’s obligations under this Agreement to any person without the Legislative Assembly’s prior written consent, excepting persons listed in the attached S*chedule C*. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:

1. any person retained by the Contractor to perform obligations under this Agreement; and
2. any person retained by a person described in paragraph (a) to perform those obligations

fully complies with this Agreement in performing the subcontracted obligations.

Waiver

13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.4, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, 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 Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

13.10 In relation to the performance of the Contractor’s obligations under this Agreement, the Contractor is an independent contractor and not:

(a) an employee or partner of the Legislative Assembly; or

(b) an agent of the Legislative Assembly except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Legislative Assembly

13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Legislative Assembly.

Key Personnel

13.12 If one or more individuals are specified as “Key Personnel” of the Contractor in Part 4 of *Schedule A*, the Contractor must cause those individuals to perform the Services on the Contractor’s behalf, unless the Legislative Assembly otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

13.13 The Legislative Assembly must make available to the Contractor all information in the Legislative Assembly’s possession which the Legislative Assembly considers pertinent to the performance of the Services except where considered privileged.

Conflict of interest

13.14 The Contractor must not provide any services to any person in circumstances which, in the Legislative Assembly’s reasonable opinion, could give rise to a conflict of interest between the Contractor’s duties to that person and the Contractor’s duties to the Legislative Assembly under this Agreement.

Time

13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

13.16 Conflicts among provisions of this Agreement will be resolved as follows:

 (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and

 (b) a provision in a schedule will prevail over any conflicting provision in a document attached to, or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Legislative Assembly or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Legislative Assembly or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

13.18 If any provision of this Agreement or the application of it 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 and will be valid and enforceable to the extent permitted by law.

Further assurances

13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

13.20 Any additional terms set out in the attached *Schedule E*, if attached, apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

**14 INTERPRETATION**

14.1 In this Agreement:

1. “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 Agreement;

(c) the Contractor and the Legislative Assembly are referred to as "the parties" and each of them as a “party”;

(d) “attached” means attached to this Agreement when used in relation to a schedule;

(e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;

1. the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
2. “person” includes an individual, partnership, corporation or legal entity of any nature; and
3. unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

**15** **EXECUTION AND DELIVERY OF AGREEMENT**

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
|  | SIGNED on the |   | day of |  | , 20 |  |  |  | SIGNED on the  |  | day of |  | , 20 |  |  |
|  | by the Contractor (or, if not an individual, on its |  |  | on behalf of the Legislative Assembly by its duly  |  |
|  | behalf by its authorized signatory or signatories): |  |  | authorized representative: |  |
|  |  |  |  |  |  |
|  | *Signature(s)* |  |  | *Signature* |  |
|  |  |  |  |  |  |
|  | *Print Name(s)* |  |  | *Print Name* |  |
|  |  |  |  |  |  |
|  | *Print Title(s)* |  |  | *Print Title* |  |

**APPENDED DOCUMENTS**

EXHIBIT A *(as applicable)*

SCHEDULES *(as applicable)*

APPENDIX/CES *(as applicable)*

**[**If no PO is being issued for this Project - not applicable - delete this page entirely.]

**EXHIBIT A – SAMPLE PURCHASE ORDER FORM**



**SCHEDULE “A” – SERVICES**

[A form of *Schedule A*: must always be attached to the General Service Agreement (GSA). All highlighted and bracketed instructions must be deleted.]

**PART 1. TERM:**

1. Subject to section 2 of this Part 1, [delete if no extension option to be provided for in 2] the term of this Agreement (the “Term”) commences on **Month DD 20YY** and ends on **Month DD 20YY**, unless it is terminated earlier in accordance with the provisions of this Agreement.
2. [Select one of the following option or specify the terms for your extension clause here, or delete this section 2.] The Legislative Assembly reserves the right to extend the Agreement **for two (2) additional one (1) year terms** (each, an “Extension Term”), provided that it notifies the Contractor of its intent to do so in writing at least 30 days prior to the expiration of the Agreement and at least thirty (30) days prior to the expiration of the first renewal term. If either party wishes to seek a material variance to the terms of the Agreement then the parties thereto within the thirty (30) days aforesaid shall seek to reach agreement with respect to those terms, [Select this OPTION 1 if no intention to materially revise the contract in a way that would require negotiating with the Contractor (e.g. continuation beyond its expiration date): failing which the renewal terms shall come into effect in the same terms as originally constituted in the Agreement] ***[OR]*** [Select this OPTION 2 if anticipated that you will be seeking some substantive changes: failing which the agreement shall come to an end].

**[NOTE TO AUTHOR**: Whenever an extension is exercised, a modification agreement to the Contract is required, signed by both parties. The modification agreement must not substantially change the nature and intent of the original Contract. If the nature and intent of the original Contract is substantially changed, a new procurement is required.]

**PART 2. SERVICES:**

[Include a detailed description of all aspects of the services, using the following sub-headings, as applicable. Use as much space as required.]

1. **Background**

[Describe the context, events or circumstances, which led to acquiring the goods or services subject to this Agreement. This is somewhat of an extension of or elaboration on the contract title. Indicate and clarify if a preceding agreement existed and if it was amended or extended.]

1. **Purpose**

The purpose of this Agreement is [add text here] to provide the Legislative Assembly with a functional custom-designed inventory management System, provision of full implementation and configuration services necessary to achieve full functionality. In addition, the Contractor will also be responsible for providing training, ongoing Maintenance & Support, and updates/upgrades for the Software.

System Requirements:

1. [insert requirements];
2. [add as needed]; and
3. [insert requirements].
4. **Scope**
	1. **In-Scope**

The scope of work of this project includes:

1. [insert text here];
2. [add as needed]; and
3. [insert text here].
	1. **Out-of-Scope**

The following element is out-of-scope:

1. [insert text here];
2. [add as needed]; and
3. [insert text here].
4. **Inputs**

[Resource commitments that produce the outputs. Includes staff qualifications and time, materials, equipment, facilities, volunteer time. Extract inputs from the proposal, a statement of work or as negotiated. Use mandatory language:

The Contractor must [insert text a list of inputs here]

[If another party is involve in this Agreement but is NOT a party to the Agreement, then the semantics must be reflective if that fact. In that case, the Agreement should state:

The [include the third party name] is expected to ensure the following [insert text]

[Ensure the same appears as well further down in sub-paragraphs where applicable. Clause 3.1 of the GSA or Clause 2.1 of the PO4S/PO4G should makes it clear who is responsible for payment to the Contractor.]

1. **Outputs**

[Deliverables or the services purchased. Includes a delivery schedule, formats, quantity and specific or technical requirements. Use mandatory language:

The Contractor must [insert text a list of outputs here]

Phase 1 – Project Discovery

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 2 - Implementation & Configuration

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 3 – Testing

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 4 - Training

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 5 – Final Configuration

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 6 – Deployment

1. *Overview*
2. *Deliverables*
3. *Timelines*

Phase 7 - Maintenance & Support

1. *Overview*
2. *Deliverables*
3. *Timelines*
4. **Outcomes**

[Expected results flowing from the contracted services. Do not list inputs, outputs or other mandatory contract requirements or deliverables in this section as the Contractor is not warranting that “outcomes” will be achieved]

Through the delivery of the Services the Legislative Assembly wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

[Insert a list of outcomes here]

OR [Insert “See attached Outcomes” here and attach list of outcomes in separate document labeled “Outcomes” attached at the end of this Schedule.]

1. **Milestones and Timeframe**

[Specify timelines, milestones and deadlines for each deliverables of the project]

The Project will use a multi-phased model in order to ensure satisfactory operability of the Solution prior to the *Phase 6 Deployment* on [insert date]. The following timetable outlines the anticipated schedule for completion of the Project.

|  |  |  |
| --- | --- | --- |
| **Project Phase** | **Milestone** | **+****Timeline** |
| Phase 1 - Project Discovery | Information Gathering | [insert date] |
| Data Collection |
| Project Plan |
| Phase 2 - Implementation | Build Draft Database | [insert date] |
| Initial System Configuration |
| Phase 3 - Testing | Set-up Training Workstation | [insert date] |
| Initial Deployment |
| Phase 4 - Training | Training Sessions | [insert date] |
| Reiteration Database Definitions |
| Phase 5 - Final Configuration | Final Configurations | [insert date] |
| Inventory Control |
| Phase 6 - Deployment | Full Implementation | [insert date] |
| Phase 7 - Maintenance & Support | Ongoing support and updates | [insert date] |

**Note**: The Contractor should implement the Software on or before [insert deadline] to ensure that there is sufficient time to adequately test the full functionalities of the configured System.

1. **Reporting Requirements**

[Report formats, instructions, and frequency. Reports must include delivery dates and quantities of the outputs.]

[Insert requirements here]

The Contractor will conduct bi-weekly meetings with the Assembly’s key project stakeholders throughout the Implementation and Configuration process as requested by the Legislative Assembly.

1. **Future Requirements**

[Describe as applicable]

The Legislative Assembly may, but is under no obligation to, work with the Contractor to develop custom request and/or additional Optional Modules that have not been included in the original scope of work or thereafter. In such event, the Legislative Assembly and the Contractor will negotiate the scope of work, any additional fees attributable to the project, and formalize the project in an amendment to this Agreement.

**PART 3. RELATED DOCUMENTATION:**

[Add to the Agreement various scope-of-work documentation that is intended by the parties to be contractual.]

[If no additional documentation is to be included state “Not applicable” under section 1. and move on to Part 4.]

1. The Contractor must perform the Services in accordance with the obligations set out in this *Schedule A* including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.

OR [If physically attaching documentation use the following section 2.]

1. The following are Appendices to this *Schedule A*:

Appendix 1 – Engagement Letter

Appendix 2 – Solicitation document excerpt

Appendix 3 – Proposal excerpt

Appendix 4 – [*specify*]

OR [If incorporating documents by reference use the following section 2.]

1. The following documentation is incorporated by reference into this *Schedule A*:

[insert detailed description of relevant documentation and specify those pages or sections to be incorporated.]

**PART 4. KEY PERSONNEL:**

[If no Key Personnel state “not applicable” but if Key Personnel provision is desired as referenced in section 13.12 of the GSA, include the following section 1.]

1. The Key Personnel of the Contractor are as follows:

1. [insert name, title, and contact information here]
2. [add as needed]

SCHEDULE A – Page 3

[The below provision can be used where alternative key personnel is not detrimental to the project.]

Without limiting section 2.5, the Contractor may reassign Key Personnel to different functions or retain persons employed other than the above specified Key Personnel to perform the Services under this Agreement to ensure efficient use of resources and successful completion of the Project. In the event a resource requires replacement, the Contractor will ensure that the replacement(s) are of equal qualifications and experience and plan for the orientation of that/those resource(s) so as to reduce disruption to project plans and work in progress. Any replacement resources in connection with providing the Services should be communicated to the Legislative Assembly.

1. The Key Personnel of the Legislative Assembly are as follows:
2. [insert name, title, and contact information here]
3. [add as needed]

Additional staff will be assigned as and when needed.

**SCHEDULE “B” – FEES AND EXPENSES**

[A form of *Schedule B* must always be attached to the General Service Agreement (GSA) and Purchase Order for Services (PO4S). All highlighted and bracketed instructions must be deleted.]

1. **MAXIMUM AMOUNT PAYABLE**

**Maximum Amount:**

Despite sections 2 and 3 of this Schedule, **$\_\_\_\_\_\_\_\_\_** is the maximum amount which the Legislative Assembly is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of the GSA.

1. **FEES**

[Please refer to the document “Type of Fee Schedules” available on the [Financial Intranet](https://go.leg.bc.ca/fs/Pages/Award.aspx) site for further information on the various types of fee schedules that may be used within this Schedule B.

Choose one or a combination of the following and delete the rest.]

[for hourly rate:]

at a rate of $\_\_\_\_\_\_ per hour for those hours during the Term when the Contractor provides the Services.

[for daily rate:]

at a rate of $\_\_\_\_\_\_ per day (based on a day of \_\_\_\_ hours) for those days during the Term when the Contractor provides the Services. If the Contractor provides the Services for less than the required hours on any day, then fees for that day will be reduced proportionally.

[for monthly rate:]

at a rate of $\_\_\_\_\_\_ per month for those hours during the Term when the Contractor provides the Services.

[for rate per unit/deliverable:]

at a rate of $\_\_\_\_\_\_ for each [unit/deliverable] provided by the Contractor as Services during the Term up to \_\_\_\_ [units/deliverables].

[for flat rate/lump sum:]

$\_\_\_\_\_\_ for performing the Services during the Term.

[for milestones:]

Payment for Services performed during the Term are payable on achieving the milestones associated with the deliverables in accordance with the milestone payment schedule as described under Part 5 of this Schedule.

[for cost plus:]

Payment for Services performed during the Term are based on costs plus \_\_\_% of the actual receipts and expenditure incurred during the Term up to but not exceeding the Maximum Amount Payable as described in Part 1 of this *Schedule B*.

1. **EXPENSES**

[If the Contractor is not to be paid for any expenses, delete paragraphs (a) to (c) below and insert “All expenses incurred in the delivery of the Products and Services under this Agreement are the sole responsibility of the Contractor.”]

* 1. travel, accommodation and meal expenses for travel greater than \_\_\_\_\_\_\_ 32 kilometers [or other agreed distance] away from \_\_\_\_\_\_\_\_\_\_\_\_ [insert place in which Contractor is located or other agreed location]on the same basis as the [Province of British Columbia pays](https://www2.gov.bc.ca/assets/gov/careers/all-employees/pay-and-benefits/appendix_1_travel_allowances.pdf) its \_\_\_\_\_\_\_\_\_\_\_ [insert “Group I” OR “Group II” OR “Group III” to complete this paragraph] employees when they are on travel status; and
	2. the Contractor’s actual long distance telephone, fax, postage and other identifiable communication expenses; and
	3. [Describe here if any other type of expense to be permitted.]

excluding goods and services tax (“GST”) or other applicable tax paid or payable by the Contractor on expenses described in (a) to (c) above [change to “*(*a) and (b) above” if (c) is to be deleted above] to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

1. **STATEMENTS OF ACCOUNT:**

[If daily, hourly or unit rate use the following section 4.]

In order to obtain payment of any fees and expenses under this Agreement for [insert description of billing period here- see examples below] (each a "Billing Period"), the Contractor must deliver to the Legislative Assembly on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Legislative Assembly containing:

[Examples of billing period descriptions: "a period from and including the 1st day of a month to and including the last day of that month" OR "a period from and including the 15th day of a month to and including the 14th day of the next month."]

* 1. the Contractor’s legal name and address;
	2. the date of the statement, and the Billing Period to which the statement pertains;
	3. the Contractor’s calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of [choose one of the following:
	[for Hourly Rate situations: “all hours worked during the Billing Period; ”[for Daily Rate situations: “all hours worked on each day during the Billing Period;”[for Monthly Rate situations: “all hours worked for on each month during the Billing Period;”[for Rate per Unit/Deliverable situations/Milestones: “all (units/deliverables) provided during the Billing Period”;for which the Contractor claims fees and a description of the applicable fee rates;
	4. a chronological listing, in reasonable detail, of any expenses claimed by the Contractor for the Billing Period with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
	5. the Contractor’s calculation of any applicable taxes payable by the Legislative Assembly in relation to the Services for the Billing Period;
	6. a description of this Agreement;
	7. a statement number for identification; and
	8. any other billing information reasonably requested by the Legislative Assembly.

OR

[If Flat Rate/Lump Sum use the following section 4.]

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Legislative Assembly at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Legislative Assembly containing:

* 1. the Contractor’s legal name and address;
	2. the date of the statement;
	3. the Contractor’s calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
	4. a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
	5. the Contractor’s calculation of all applicable taxes payable by the Legislative Assembly in relation to the Services;
	6. a description of this Agreement to which the statement relates;
	7. a statement number for identification; and
	8. any other billing information reasonably requested by the Legislative Assembly.
1. **PAYMENTS DUE:**

[NOTE: Payments can be made subject to a % holdback amount tied to the achievement of target(s) and/or millstone(s). This amount is usually paid following completion of the Services and after verification by the Contract Manager that all requirements in the Agreement have been met. If the contract Term has come to an end and all deliverables were completed to the satisfaction of the Legislative Assembly, any holdback(s) that applied to the contract should be paid to the contractor.]

Subject to sections 3.3 and 3.4 of the GSA, in consideration for the services to be performed by Contractor, the Legislative Assembly agrees to pay Contractor as per the following payment schedule:

1. Initial Purchase and Configuration of Equipment and Training:
	* + 1. Initial Payment: **$\_\_\_\_\_\_\_\_** payable upon order; and
			2. Second Payment: **$\_\_\_\_\_\_\_\_** payable upon full implementation and in accordance with this Agreement;
2. Ongoing Maintenance and Support Services:
	* + 1. Final Payment: **$\_\_\_\_\_\_\_\_**, payable at the end of the term of this Agreement or on completion of the Services in a form satisfactory to the Legislative Assembly.
3. Additional Work:
	* + 1. Pricing for custom work to be provided on an as and when requested basis at a determined price, but not to exceed **$\_\_\_\_\_\_\_\_** per hour for effort allotted to the project.

Within 30 days of the Legislative Assembly’s receipt of the Contractor’s written statement of account delivered in accordance with this Schedule, the Legislative Assembly must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Legislative Assembly as required to obtain the discount.

**SCHEDULE “C” – APPROVED SUBCONTRACTOR(S)**

[Approving subcontractors using *Schedule C* is optional.

If the Legislative Assembly is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here.]

1. Name of Key Personnel #1:

Company Name

Address

Phone

Email

1. Name of Key Personnel #2:

Company Name

Address

Phone

Email

If not, then insert “Not applicable.” under the “*Schedule C Approved Subcontractor(s)”* heading above.

All highlighted and bracketed instructions must be deleted.]

**SCHEDULE “D” – INSURANCE**

[There are two clauses of interest in the GSA referring to insurance: *Clause 9 “Indemnity and Insurance”* and this “*Schedule D Insurance”*. This latest refers to commercial general liability for third party liability and property damage coverage.

If in any case the Contractor damages property or causes injury, then the Assembly could use the preclusion of *Clause 9* of the GSA and go back on the Contractor’s liability insurance for payment of those losses.

Vendors are usually ‘bidding’ into a contract/agreement or are direct awarded these due to having a speciality that would require that as a part of their business they carry liability insurance to cover their services.  While on some occasions the services are considered ‘low risk’ and the insurance requirement can be waived, it is encouraged that all vendors are insured.

If after assessing all the circumstantial elements to a particular situation you form an opinion that the scope of services are generally low risk, *Schedule D* could be replaced with the following language:

“The Contractor is not covered by any liability insurance or Workers’ Compensation coverage arranged by the Province and should at the Contractor’s sole expense obtain and maintain throughout the Term any liability, medical or other insurance which the Contractor, in the Contractor’s sole discretion, considers necessary to cover its risks under this Agreement.”

This provision places the onus back to the Contractor to ensure that they have whatever coverages they will need under the contract, and covers the Assembly contractually as we would then rely on the indemnification in section 9.1 of the agreement should any losses occur.

All highlighted and bracketed instructions must be deleted.]

1. The Contractor must, without limiting the Contractor’s obligations or liabilities and at the Contractor’s own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Legislative Assembly:

(a) Commercial General Liability in an amount not less than $5,000,000.00 [$5M Commercial General Insurance is the standard now. However, if your assessment of risk is low you it can be reduced to $2M.] inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must

1. include the Legislative Assembly as an additional insured,
2. be endorsed to provide the Legislative Assembly with 30 days advance written notice of cancellation or material change, and
3. include a cross liability clause.

[If requiring additional insurance for professional liabilities, use this paragraph (b) and replace “.” at the end of paragraph (a) and substitute “; and”. If not requiring additional insurance, delete “(b)”.]

1. Professional Errors and Omissions Liability insuring the Contractor’s liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculate as follows:
2. not less than $1,000,000, if the “Maximum Amount” set out in Schedule B is less than $500,000; and
3. not less than $2,000,000, if the “Maximum Amount” set out in Schedule B is $500,000 or greater.

2. All insurance described in section 1 of this Schedule must:

(a) be primary; and

(b) not require the sharing of any loss by any insurer of the Legislative Assembly.

3. The Contractor must provide the Legislative Assembly with evidence of all required insurance as follows:

(a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Legislative Assembly evidence of all required insurance in the form of a completed Province of British Columbia (or equivalent) Certificate of Insurance (see ”*Schedule D – Appendix D1 Certificate of Insurance*”);

1. if any required insurance policy expires before the end of the Term, the Contractor must provide to the Legislative Assembly within 10 Business Days of the policy’s expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Legislative Assembly of British Columbia Certificate of Insurance; and
2. despite paragraph (a) or (b) above, if requested by the Legislative Assembly at any time, the Contractor must provide to the Legislative Assembly certified copies of the required insurance policies.

4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor’s sole discretion.

SCHEDULE D – Page 2

SCHEDULE D – Page 2

SCHEDULE D – Page 2

**SCHEDULE “D” – APPENDIX D1**

**CERTIFICATE OF INSURANCE**



**Part I To be completed by the Legislative Assembly**

|  |  |
| --- | --- |
| *THIS CERTIFICATE IS REQUESTED BY AND ISSUED TO* | *AGREEMENT IDENTIFICATION NUMBER* |
| Legislative Assembly of British Columbia  |  |
| *LEGISLATIVE ASSEMBLY CONTACT PERSON NAME & TITLE* |
|  |
| *LEGISLATIVE ASSEMBLY MAILING ADDRESS* | *LEGISLATIVE ASSEMBLY POSTAL CODE* |
|  431 Menzies Street, Victoria, BC | V8V 2H2 |
| *CONTRACTOR NAME* |
|   |
| *CONTRACTOR ADDRESS***To be completed upon execution of the Contract** | *POSTAL CODE* |
|   |   |

**Part II To be completed by the Insurance Agent or Broker**

|  |  |
| --- | --- |
| INSURED | *NAME* |
|   |
| *ADDRESS* |   |   |   |   |   | *POSTAL CODE* |
|   |   |
| OPERATIONS INSURED | *PROVIDE DETAILS* |
|   |
| TYPE OF INSURANCE | COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION | EXPIRY DATE | LIMIT OF LIABILITY/AMOUNT |
| (List each separately) | YYYY/MM/DD |
|  |  |  |  |

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

|  |
| --- |
| *AGENT OR BROKER COMMENTS* |
|   |
| *AGENT OR BROKERAGE FIRM* | *ADDRESS* | *PHONE NO.* |
|   |   |   |
| *NAME OF AUTHORIZED AGENT OR BROKER* | *SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)* | *DATE SIGNED* |
|   |   |   |

**SCHEDULE “E” – ADDITIONAL TERMS**

[Adding additional terms using *Schedule E* is optional.

If additional terms are to be included in the Agreement, they must first be drafted or reviewed by Financial Services and then can be listed here.

If not, then insert “Not applicable.” under the “*Schedule E Additional Terms”* heading above.

All highlighted and bracketed instructions must be deleted.]

**SCHEDULE “F” – CONFIDENTIALITY AGREEMENT**

[If applicable, *Schedule F* must be used without modification unless the Procurement Specialist has been consulted concerning the modification.

If the nature of the services require supplementary confidentiality provisions it may be warranted to replace the content of this Schedule “B” with the language content used in the more exhaustive Confidentiality Agreement template available on the Procurement page of the [Financial Intranet](https://go.leg.bc.ca/fs/Pages/Award.aspx) site. Please talk to your Procurement Specialist for further guidance.

All highlighted and bracketed instructions must be deleted.]

The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to confidentiality, access and ownership of Material and Intellectual Property.

1. **Definitions**
	1. “**Confidential Information**” means non-public information, whether in written, oral, graphic or any other form, of a Party that is disclosed to the other Party during the Discussions including without limitation, the fact that such Discussions are occurring or have occurred, proprietary planning tools, intellectual property, third party agreements, commercial arrangements, financial information, information in respect of operation, facilities, techniques and technology, and any other information in respect of the Disclosing Party, all non-public combinations of separate items that individually may or may not be generally known, items for which the Disclosing Party is under an obligation of confidentiality to Third Parties, as well as all analyses, reports and compilations prepared by or for the Disclosing Party in respect of the Project, including any information or data on which such analyses, reports or compilations are based, and all copies and tangible embodiments of the foregoing in all media and any summaries of, or extracts or quotations from, Confidential Information prepared by the Receiving Party that include information that would be Confidential Information if provided by the Disclosing Party. Confidential Information does not include information that is:
	2. publicly available without breach of this Agreement;
	3. already known to or in the possession of the Receiving Party prior to receipt of such information from the Disclosing Party as evidenced by written records;
	4. received from a Third Party having the right to disclose such information without restriction; and
	5. independently developed by the Receiving Party without access to, or use of, any information disclosed by the Disclosing Party as evidenced by written records;
	6. “**Disclosing Party**” means a Party that discloses Confidential Information to the other Party;
	7. “**Discussions**” means any interactions, discussions between the staff of the Legislative Assembly, and the Contractor regarding the Project. For certainty, a reference to “Discussions” includes a reference to any interactions, discussions or negotiations between the Parties regarding the Project which occurred before the Effective Date;
	8. “**Project**” has the meaning given to it in *Schedule A*;
	9. “**Receiving Party**” means a Party that receives Confidential Information from the other Party;
	10. “**Secondary Information**” has the meaning given to it in Section 4; and
	11. “**Third Party**” means any person, individual, entity, shareholder, corporation, partnership, body, government, or legislature whatsoever not a party to this Agreement.
2. **Confidentiality Obligations**

Subject to the exclusions set out in Section 3, the Receiving Party shall treat as confidential, and shall not disclose to any Third Party, the Confidential Information. The Receiving Party shall not, directly or indirectly, copy, transmit, reproduce, make available, sell or disclose any of the Confidential Information or the Receiving Party’s recollections thereof.

The Receiving Party shall not make any use whatsoever of the Confidential Information except to the extent necessary for the Project.

1. **Exclusions**

Notwithstanding the confidentiality obligations set out in Section 2:

1. the Receiving Party may disclose:
2. Confidential Information with the written consent of the Disclosing Party;
3. Confidential Information to its directors, officers, employees, consultants and advisors, provided that the Receiving Party shall limit such disclosure to that Confidential Information which is required for the Project and to those of its directors, officers, employees, counsel or consultants who have a need to know such information for the Project, have been advised of the confidential nature of such information, and are bound by an obligation of confidentiality similar to that set forth in this Agreement; and
4. Confidential Information to the extent that such disclosure is required by law or by the order of any judicial, administrative, or similar body with enforcement powers having jurisdiction over the Receiving Party, provided that the Receiving Party will promptly notify the Disclosing Party in writing of such requirement and will co-operate reasonably with the Disclosing Party at the Disclosing Party’s expense in seeking to challenge or to restrict the scope of such disclosure;
5. without limiting the foregoing, the Legislative Assemblymay disclose Confidential Information to any ministers, deputy ministers or servants or employees of the Province of British Columbia or the Legislative Assembly who have been advised of the confidential nature of such information, and who are deemed to be in need of that information for professional purposes;
6. the Legislative Assembly may summarize, quote or provide extracts of Confidential Information or the purpose of disclosures allowed under this section.
7. **Computer Back-up**

The Parties acknowledge that a Receiving Party's computer systems may automatically back-up Confidential Information disclosed to it by the Disclosing Party. The Parties agree that to the extent that such computer back-up procedures automatically create copies of Confidential Information (the “Secondary Information”) the Receiving Party may retain such Secondary Information in its archival computer storage for the period that it would normally archive computer records. Secondary Information shall be subject to the provisions of this Agreement until destroyed and may not be accessed by the Receiving Party during such period of archival storage.

1. **Freedom of Information and Protection of Privacy Act**

Not applicable.

1. **Ownership**

All Confidential Information is and shall continue to be the exclusive property of the Disclosing Party. This Agreement is not intended to and does not grant, expressly or by implication, any right or license to any intellectual property right or similar proprietary right of any kind that the Disclosing Party may possess.

1. **Safeguard of Confidential Information**

The Receiving Party agrees to exercise the same standard of care in safeguarding the Confidential Information against loss, theft, destruction or inadvertent disclosure as it would in respect of its own confidential information.

1. **Injunction**

The Receiving Party acknowledges and agrees that any breach of this Agreement by the Receiving Party may cause irreparable harm to the Disclosing Party. If the Receiving Party fails to abide by the terms of this Agreement, the Disclosing Party shall, if the Legislative Assembly is the Disclosing Party, be entitled to an injunction, specific performance or other equitable relief as well as any equitable accounting of all profits and benefits arising out of any breach of this Agreement and no bond or other security shall be required from the Disclosing Party in connection therewith, and if the Legislative Assembly is the Receiving Party, such equitable remedies as are available against the Legislative Assembly under the *Crown Proceeding Act* or other legislation. The rights and remedies specified in this Agreement are in addition to, and not in substitution for, any rights or remedies of the Disclosing Party at law or in equity. If the Disclosing Party is successful in obtaining an injunction or is otherwise successful in any other action arising out of a breach of this Agreement, the Receiving Party will pay to the Disclosing Party the full amount of the Disclosing Party's legal fees and expenses incurred by the Disclosing Party in pursuing such action(s).

**SCHEDULE “G” – SECURITY SCHEDULE**

[Unless the Legislative Assembly’s legal counsel otherwise approves, *Schedule G* and *Appendix G1* must be used without modification if their use is required by the “Instructions for using the Security Schedule” at:

If *Schedule F* is not applicable, then delete all of this *Schedule G* and *Appendix G1* and *Appendix G2* and insert “Not applicable.” under the “*Schedule G Security Schedule”* heading above.

All highlighted and bracketed instructions must be deleted.

*Schedule G* has been approved for use with the General Services Agreement (GSA) and Purchase Order for Services (PO4S). *Schedule G* is not meant to be used in all cases and contract managers should exercise judgment and due consideration before attaching *Schedule G* to an Agreement as it imposes significant obligations on the Contractor and may increase the cost of the services.

*Schedule G* is to be used when the services of a contract involve sensitive information that will be accessed, produced or obtained by the Contractor. Do not use *Schedule G* for low risk services that do not have particular security concerns. If it is anticipated that a *Schedule G* is required for the services prior to the solicitation phase, please ensure that a copy (with any relevant appendices) is attached with the solicitation documents, in addition to the link to the Agreement or contract terms applicable to the solicitation.

Sensitive information means:

* Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act* (FOIPPA), or
* Any other information considered to be sensitive by the Legislative Assembly.

This may include, but is not limited to: budget information, records related to Treasury Board or Cabinet Submissions, records whose release may cause financial hardship or harm to the Legislative Assembly, government, the public interest or a third party, or where the release of the information may be expected to compromise the anticipated delivery of services.

If a contract involves information considered by the Legislative Assembly to be sensitive in addition to “personal information” under FOIPPA, that information must be specifically identified in *Appendix G2* for the provisions of *Schedule G* governing “sensitive information” to apply to it.

*Schedule G* may also be used when physical security, facilities or equipment pose a higher risk than usual in relation to the services being provided.

In most cases, *Schedule G* will be used in relation to a Contractor employing a number of staff, and so it provides instructions regarding criteria for screening the staff who will be providing the services. When the Contractor is a single individual however, security screening may be performed by the Legislative Assembly using the same policies and procedures that apply to Assembly staff.

A description of such screening requirements should be provided in the relevant solicitation documents.

*Appendix G1* must be used with all *Schedule G*’s.

Contact the Procurement Governance Office to request assistance at: procurement@leg.bc.ca.]

**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 Contractor to provide the Services;

(b) “**Facilities**” means any facilities at which the Contractor provides or is to provide the Services;

(c) “**Information**” means information

1. in the Material, or
2. accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;

(d) “**Record**” means a “record” as defined in the *Interpretation Act*;

(e) “**Sensitive Information**” means

1. Information that is “personal information” as defined in the *Freedom of Information and Protection of Privacy Act*, or
2. any other Information specified as “Sensitive Information” in *Appendix G2*, if attached; and

(f) “**Services Worker**” means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include

1. the Contractor or a subcontractor if an individual, or
2. an employee or volunteer of the Contractor or of a subcontractor.

**Schedule contains additional obligations**

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

**Services Worker confidentiality agreements**

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

**Services Worker security screening**

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in *Appendix F1* and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor’s compliance with the security screening requirements set out in *Appendix F1* in accordance with the provisions of that appendix.

**Services Worker activity logging**

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:

(a) their access to Sensitive Information; and

(b) other matters specified by the Legislative Assembly 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 F2*, if attached.

**Facilities and Equipment protection and access control**

7. The Contractor must create, maintain and follow a documented process to:

1. protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
2. limit access to Facilities and Equipment of the Contractor
3. being used by the Contractor to provide the Services, or
4. that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Legislative Assembly makes available to the Contractor any Facilities or Equipment of the Legislative Assembly for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Legislative Assembly on acceptable use, protection of, and access to, such Facilities or Equipment.

**Sensitive Information access control**

9. The Contractor must:

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

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

**Integrity of Information**

10. The Contractor must:

(a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and

(b) comply with the information integrity requirements set out in *Appendix G4*, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Legislative Assembly, the Information has:

(a) remained as complete as when it was acquired or accessed by the Contractor; and

(b) not been altered in any material respect.

**Documentation of changes to processes**

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

**Notice of security breaches**

13. If Contractor becomes aware that:

(a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

(b) unauthorized access to Facilities or Equipment

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

**Review of security breaches**

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

**Retention of Records**

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

**Storage of Records**

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

**Audit**

17. In addition to any other rights of inspection the Legislative Assembly may have under the Agreement or under statute, the Legislative Assembly may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor’s premises to inspect and, at the Legislative Assembly’s discretion, copy:

(a) any Records in the possession of the Contractor containing Information; or

(b) any of the Contractor’s Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor’s compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Legislative Assembly of the Legislative Assembly’s rights under this section.

**Termination of Agreement**

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

**Interpretation**

19. In this Schedule, unless otherwise specified:

(a) references to sections are to sections of this Schedule; and

(b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the “Contractor” in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.

21. The appendices attached to this Schedule are part of this Schedule.

22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.

23. If there is a conflict between:

(a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and

(b) a documented process required by this Schedule to be created or maintained by the Contractor

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

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

**SCHEDULE “G” – APPENDIX G1**

**SECURITY SCREENING REQUIREMENTS**

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

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

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

|  |  |
| --- | --- |
| **PRIMARY IDENTIFICATION** | **SECONDARY IDENTIFICATION** |
| **Issued by ICBC:*** B.C. driver’s licence or learner’s licence (must have photo)
* B.C. Identification (BCID) card

**Issued by provincial or territorial government:*** Canadian birth certificate

**Issued by Government of Canada:*** Valid Passport
* Canadian Citizenship Card
* Permanent Resident Card
* Canadian Record of Landing/Canadian Immigration Identification Record
 | * School ID card (student card)
* Bank card (only if holder’s name is on card)
* Credit card (only if holder’s name is on card)
* Foreign birth certificate (a baptismal certificate is not acceptable)
* Naturalization certificate
* Canadian Forces identification
* Police identification
* Foreign Affairs Canada or consular identification
* Vehicle registration (only if owner’s signature is shown)
* Picture employee ID card
* Firearms Acquisition Certificate
* Social Insurance Card (only if has signature strip)
* B.C. CareCard
* Native Status Card
* Parole Certificate ID
* Correctional Service Conditional Release Card
 |

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

**Verification of education and professional qualifications**

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

**Verification of employment history and reference checks**

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

**Security interview**

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

**Criminal history check**

1. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker’s local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

**SCHEDULE “G” – APPENDIX G2**

**SENSITIVE INFORMATION**

[If a contract involves information considered by the Legislative Assembly to be sensitive in addition to “personal information” under FOIPPA, that information must be specifically identified in *Appendix G2* for the provisions of *Schedule G* governing “sensitive information” to apply to it.

If *Schedule F* is not applicable, then delete all of this *Schedule G,* *Appendix G1* and *Appendix G2* and insert “Not applicable.” under the “*Schedule G – Security Schedule*” heading above.

All highlighted and bracketed instructions must be deleted.]

**SCHEDULE “H” – PRIVACY PROTECTION**

[*Schedule H* is not required to be used at all if the Agreement does not involve "personal information" (as defined in the [*Freedom of Information and Protection of Privacy Act*](http://www.qp.gov.bc.ca/statreg/stat/F/96165_00.htm)) or, if it does involve personal information, the Legislative Assembly will not own or control that personal information. In those situations, all of *Schedule H* can be deleted and replaced with the words “Not applicable” under the “*Schedule H – Privacy Protection Schedule*” heading above.

In most cases, *Schedule H* should be used without modification. In some situations, however, the original wording of the privacy protection schedule template doesn’t capture the circumstances or context of the contract and an alternative must be created. Any alternative schedule should be reviewed by legal counsel. Contact the Procurement Governance Office to request assistance at: procurement@leg.bc.ca.

All highlighted and bracketed instructions must be deleted.]

**Definitions**

1. In this Schedule,
2. “**access**” means disclosure by the provision of access;
3. “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
4. “**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;
5. “**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 Legislative Assembly and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
6. “**privacy course**” means the Legislative Assembly’s online privacy and information sharing training course.

**Purpose**

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

**Collection of personal information**

1. Unless the Agreement otherwise specifies or the Legislative Assembly 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.
2. Unless the Agreement otherwise specifies or the Legislative Assembly otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
3. Unless the Agreement otherwise specifies or the Legislative Assembly otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
4. the purpose for collecting it;
5. the legal authority for collecting it; and
6. the title, business address and business telephone number of the person designated by the Legislative Assembly to answer questions about the Contractor’s collection of personal information.

**Privacy Training**

1. The Contractor must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Contractor’s expense, the privacy course prior to that person providing those services.
2. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

**Accuracy of personal information**

1. 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 Legislative Assembly to make a decision that directly affects the individual the information is about.

**Requests for access to personal information**

1. If the Contractor receives a request for access to personal information from a person other than the Legislative Assembly, the Contractor must promptly advise the person to make the request to the Legislative Assembly unless the Agreement expressly requires the Contractor to provide such access and, if the Legislative Assembly has advised the Contractor of the name or title and contact information of an official of the Legislative Assembly 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**

1. Within five Business Days of receiving a written direction from the Legislative Assembly to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
2. When issuing a written direction under section 10, the Legislative Assembly must advise the Contractor of the date the correction request to which the direction relates was received by the Legislative Assembly in order that the Contractor may comply with section 12.
3. Within five Business Days of correcting or annotating any personal information under section 10, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Legislative Assembly, the Contractor disclosed the information being corrected or annotated.
4. If the Contractor receives a request for correction of personal information from a person other than the Legislative Assembly, the Contractor must promptly advise the person to make the request to the Legislative Assembly and, if the Legislative Assembly has advised the Contractor of the name or title and contact information of an official of the Legislative Assembly 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**

1. 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**

1. Unless the Legislative Assembly 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**

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

**Use of personal information**

1. Unless the Legislative Assembly 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**

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

**Notice of foreign demands for disclosure**

1. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
2. receives a foreign demand for disclosure;
3. 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
4. has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Legislative Assembly 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**

1. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Legislative Assembly. 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**

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

**Compliance with the Act and directions**

1. The Contractor must in relation to personal information comply with:
2. the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
3. any direction given by the Legislative Assembly under this Schedule.
4. 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**

1. 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 Legislative Assembly 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**

1. In addition to any other rights of termination which the Legislative Assembly may have under the Agreement or otherwise at law, the Legislative Assembly 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**

1. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
2. Any reference to the “Contractor” in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
3. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
4. If a provision of the Agreement (including any direction given by the Legislative Assembly 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.
5. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
6. 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.

**APPENDIX 1**

**PROPOSAL EXCERPT**

[Insert or delete Appendix/ces as needed as per described in previous schedules. If not applicable, delete this page entirely.]

[Do not remove this page. Keep at the document.]

END OF SCHEDULES DOCUMENT

