

**Appendix D - MULRFQ No. DO-2024-01**  
**DRAFT AGILE SERVICES AGREEMENT**

**AGILE SERVICES AGREEMENT**

**BETWEEN**

**HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
REPRESENTED BY THE MINISTER OF <<<insert name of Ministry >>>**

**AND**

**<<<insert Contractor's name>>>**

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## DRAFT AGILE SERVICES AGREEMENT

THIS AGREEMENT is dated for reference the \_\_ day of \_\_\_\_\_, 2023

BETWEEN

[Insert Contractor's name] (the "Contractor") with the following specified address and email:  
@ADDRESS  
@POSTAL CODE  
@EMAIL

AND:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as  
represented by \_\_\_\_\_ (the "Province") with the following specified address and  
email:  
@ADDRESS  
@POSTAL CODE  
@EMAIL

WHEREAS:

- A. The Province, through the Ministry of Citizens' Services, issued a Multi-Use List Request for Qualifications under solicitation number <<<insert>>> (the "Multi-Use List Request for Qualifications" or "MULRFQ");
- B. The purpose of the MULRFQ was to create a multi-use list of Qualified Suppliers who can provide individual technical resources to support the Province's Agile development of software products;
- C. The Contractor submitted a response dated <<<insert>>> to the MULRFQ and was selected pursuant to the terms of the MULRFQ as a Qualified Supplier, and thus, was added to the list of Qualified Suppliers of Digital Product Development Services ("QSDPDS List");
- D. The Ministry issued a Competition Notice dated <<<insert>>> to Qualified Suppliers on the QSDPDS List inviting Qualified Suppliers to compete to provide the services specified in Schedule A of this Agreement to the Ministry;
- E. The Contractor submitted a response dated <<<insert>>> to the Competition Notice and was selected pursuant to the terms of the Competition Notice as the successful Qualified Supplier to provide the services specified in Schedule A of this Agreement to the Ministry; and
- F. the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result and in consideration of the premises, mutual covenants, the benefits received and other good and valuable consideration (the receipt and sufficiency of which is acknowledged by the Contractor) the Province and the Contractor agree as follows:

### 1 DEFINITIONS

General

- 1.1 In this Agreement, unless the context otherwise requires:

**"Agile Acceptance"** means with respect to any User Story, the acceptance of the Increment corresponding to such User Story by the Province as being in compliance with the applicable Agile Acceptance Criteria as determined in accordance with the Agile Acceptance Tests;

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**“Agile Acceptance Criteria”** means with respect to any User Story, the applicable business, technical, operational, performance, functional and other criteria to be used in the Province’s conduct of Agile Acceptance Tests, as such business, technical, operational, performance, functional and other criteria as recorded and updated (including adding new, removing or modifying existing requirements) in the Product Tracking Tool in accordance with the terms of this Agreement;

**“Agile Acceptance Tests”** means the tests conducted by the Province to ensure compliance of a particular Increment with the applicable Agile Acceptance Criteria;

**“Agile Scrum Process”** means the process for software development related to the Product as further described in Exhibit 1 to Schedule A of this Agreement.

**“Agreement”** means this Agile Services Agreement and includes any Schedules attached thereto;

**“Business Day”** means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;

**“Contractor Material”** means any material in existence prior to the start of the Term or developed independently of this Agreement that is provided by the Contractor and used in the performance of the Services under this Agreement, but does not include any material incorporated in the Contributions;

**“Contractor Personnel”** means as the context may require, Contractor employees, agents, and subcontractors collectively, or any of them, that will perform the Services specified in Part 2 of Schedule A of this Agreement;

**“Contributions”** means the Increments and the Documentation produced or provided by the Contractor under this Agreement, but does not include the Province Data, the Province Material, or the Contractor Material;

**“Competition Notice”** means the notice of competitive process issued by the Province pursuant to the Multi-use List Request for Qualifications;

**“Daily Scrum Meeting”** means a meeting between the members of the Product Team during the Agreement Term on each Business Day to discuss:

- (a) tasks completed on the previous Business Day;
- (b) tasks to be completed on the current Business Day; and
- (c) any impediments which may affect delivery of the relevant Sprint, including the status of any disputes escalated under section 12.1 of the Agreement.;

**“Definition of Done”** means the understanding agreed to by the Product Team during the Sprint Planning Meeting concerning the elements that must be achieved for each User Story

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(and the corresponding Contributions) to be considered complete;

**“Development Team”** means the individuals described in Part 5 of Schedule A of this Agreement;

**“Disabling Code”** means any virus, Trojan horse, worm, logic bomb, drop dead device, backdoor, shutdown mechanism or similar software, hardware, system or combination of any of the foregoing that is intended or designed to, is operable to, is likely to or has the effect of disabling, deleting, erasing, denying authorized access to, permitting unauthorized access to, repossessing, damaging, destroying, corrupting or otherwise affecting or interfering with the provision of the Services or the normal use of any of the Contractor’s or the Province’s hardware, software or systems or any data or files on or used in conjunction with any of the aforementioned;

**“Documentation”** means user manuals, other documentation and any other ancillary materials developed by the Contractor under this Agreement and includes user journey mapping, and documentation relating to customer experience;

**“Done User Stories”** means the User Stories for which the Product Manager has confirmed that the corresponding Contribution has met the Definition of Done in accordance with Exhibit 1 to Schedule A of this Agreement.

**“Good Industry Practice”** means the exercise of that skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading software development company that uses the Agile Scrum Process, as defined by leading Scrum organizations (such as the Scrum Alliance), to develop software;

**“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 Product by the Contractor or a Subcontractor;

**“Increment”** means the digital contributions designed, created, developed, configured, customized and integrated to implement a User Story or a number of grouped User Stories;

**“Material”** means the Contributions and the Province Material;

**“Ministry”** has the same meaning as “Province”;

**“Multi-Use List of Qualified Suppliers”** or **“Multi-Use List”** means the Qualified Suppliers, that possess the qualifications described in this MULRFQ (or any subsequent modifications thereof, if any) and that have satisfied any conditions for remaining on the Multi-use List;

**“Multi-Use List Request for Qualifications”** or **“MULRFQ”** means the solicitation process number <<insert number>>;

**“Open Source Software”** means any free or open source software (including freeware, but excluding public domain software);

**“Product”** means the work to be performed by the Product Team as a result of the Agreement that is defined by the Product Road Map. The Product evolves through the completion of work

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on the Contributions as described in the Product Backlog, and incorporates and includes those Contributions;

**“Product Backlog Refinement Meeting”** means a meeting held by the Product Team to review, discuss and update the Product Backlog;

**“Product Manager”** means the Province personnel designated by the Province as the Product Manager and whose role is further described in Part A of Exhibit 3 to Schedule A of this Agreement;

**“Product Roadmap”** means the plan that matches short-term and long-term business goals for the Product with specific technology solutions to help meet those goals, which is set out in Exhibit 2 to Schedule A of this Agreement;

**“Product Team”** means the team consisting of the Product Manager, the Scrum Master and the Development Team;

**“Product Tracking Tool”** means the software tool(s) used to manage Product activities, including Product Backlog management, Sprint Backlog management and tracking of progress of Sprints relating to the Product;

**“Province”** means His Majesty the King in Right of the Province of British Columbia, as represented by the Minister of <<<insert name of Ministry>>>;

**“Province Data”** means data of the Province that is entered into or generated by the Product during or following the Term;

**“Province Material”** means any material in existence prior to the start of the Term or developed independently of this Agreement and provided by the Province to the Contractor or a Subcontractor and used in the performance of the Services under this Agreement, but is not incorporated in the Contributions;

**“Province Personnel”** means an employee, contractor, consultant, officer, director or agent of the Province that is employed within, or retained to perform services for the benefit of, the Province, excluding the Contractor and any Contractor Personnel.

**“Qualified Supplier”** means a respondent to the MULRFQ that met the qualifications described in the MULRFQ and satisfied the conditions for being added to, and staying on, the Multi-use List;

**“Requirement”** means the non-technical description in a particular User Story of a requirement of the Province describing the intended operations, functions, performance and other characteristics of the Increments or part of the Increments;

**“Scrum Master”** means the person designated as the Scrum Master and whose role is further described in Part B of Exhibit 3 to Schedule A of this Agreement.

**“Services”** means the services described in Part 2 of Schedule A of this Agreement;

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**“Source Code”** means, with respect to any software, program source code, notes, specifications, and all other materials and documents necessary to enable a reasonably skilled programmer to understand, maintain, amend and enhance the software, whether in eye-readable or machine- readable form;

**“Sprint”** means a fixed two to three week period as set out in section C of Exhibit 1 to Schedule A of this Agreement, during which Contributions for the applicable User Stories are developed, tested and delivered in accordance with this Agreement;

**“Sprint Backlog”** means the document defining the work for the current Sprint and specifying:

- (a) the list of User Stories to be progressed by the Development Team during the Sprint;
- (b) the list of tasks required to be carried out by the Development Team in order to complete each User Story;
- (c) any amended or additional Agile Acceptance Criteria for each User Story identified by the Product Team at the Sprint Planning Meeting; and
- (d) the Definition of Done for each User Story agreed to by the Product Team at the Sprint Planning Meeting.

**“Sprint Meetings”** means:

- (a) The Sprint Planning Meeting;
- (b) The Product Backlog Refinement Meeting;
- (c) The Daily Scrum Meeting;
- (d) The Sprint Review Meeting; and
- (e) The Sprint Retrospective Meeting;

**“Sprint Planning Meeting”** means a planning meeting of the Product Team to scope and plan the current Sprint as further described in section D.2 of Exhibit 1 to Schedule A of this Agreement;

**“Sprint Retrospective Meeting”** means a retrospective meeting of the Product Team to review the performance of the completed Sprint and discuss and agree on potential improvements for implementation of future Sprints as further described in section D.4 of Exhibit 1 to Schedule A of this Agreement;

**“Sprint Review Meeting”** means a review meeting of the Product Team and any stakeholders that wish to attend to demonstrate the output of the Sprint and discuss any issues arising as further described in section D.3 of Exhibit 1 to Schedule A of this Agreement;

**“Subcontractor”** means a person described in paragraph (a) or (b) of section 13.4 of this Agreement;

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“**Team Velocity**” means a trend that is derived by calculating the mean of the aggregate amount of work a Development Team has achieved over three consecutive Sprints;

“**Term**” means the term of the Agreement described in Part 1 of Schedule A of this Agreement, subject to that term ending earlier in accordance with this Agreement; and

“**User Story**” means a Requirement and its associated Agile Acceptance Criteria which are tracked in the Product Backlog. It is the description of a software feature from an end-user perspective.

#### Meaning of “record”

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

## 2 SERVICES

#### Provision of services

- 2.1 The Contractor must provide the Services in accordance with this Agreement and without limiting the generality of the foregoing will do so for the purpose of producing the Product in accordance with the Requirements.

#### Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

#### 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.

#### 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 Province

- 2.6 The Province 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.

#### Applicable laws

- 2.7 In the performance of the Contractor’s obligations under this Agreement, the

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Contractor must comply with all applicable laws.

### 3 PAYMENT

#### Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must 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 Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province 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 Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

#### Withholding of amounts

3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province 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 Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

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

#### Currency

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

#### Non-Contractor income tax

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



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to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

3.8 The Contractor must:

- (a) 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 Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

#### **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 Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
  - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province 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,
  - (ii) 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
  - (iii) 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
- (b) if the Contractor is not an individual,
  - (i) 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
  - (ii) 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.

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### **5 PRIVACY, SECURITY AND CONFIDENTIALITY**

#### Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E, if applicable.

#### Security

- 5.2 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 F, if applicable.

#### Confidentiality

- 5.3 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 Province'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

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

#### Restrictions on promotion

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

### **6 INTELLECTUAL PROPERTY AND LICENCES**

#### Access to Province Material and Province Data

- 6.1 If the Contractor receives a request for access to any of the Province Material or Province Data from a person other than the Province, 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 Province.

#### Ownership and delivery of Province Material and Province Data

- 6.2 The Province exclusively owns all property rights in the Province Material and Province Data, which are not intellectual property rights. The Contractor must:

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- (a) deliver any Province Material to the Province immediately upon the Province's request; and
- (b) deliver any Province Data to the Province immediately upon the Province's request and in a format satisfactory to the Province to ensure a complete and orderly repatriation of the Province Data.

#### Province Material

6.3 The Province, or its licensors, as applicable, exclusively owns all intellectual property rights, including copyright, in:

- (a) the Province Material and Province Data; and
- (b) the Product, other than any Incorporated Material.

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

6.4 The Province grants to the Contractor:

- (a) a non-exclusive, revocable, fully paid-up, royalty-free, license for the Term, to use, reproduce, modify and distribute the Province Material and Province Data for the sole purpose of providing the Services under this Agreement; and
- (b) the right to sublicense to Subcontractors any or all of the rights granted to the Contractor under paragraph (a).

#### Rights in Relation to Incorporated Material

6.5 Upon any Incorporated Material being embedded or incorporated in the Product and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) 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
- (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.5(a).

6.6 If the Contractor is unable to grant the full scope of licensed rights described in section 6.5 over any Incorporated Material, the Contractor must obtain the Province's written approval of a more limited scope of license before such Incorporated Material is embedded or incorporated into, or otherwise provided with the Product.

6.7 Without limiting section 6.6, the Contractor must not include in the Product any Open Source Software unless the Contractor has first advised the Province of the applicable license for the Open Source Software and the affected portion of the Product and obtained the prior written consent of the Province to include the Open Source Software in the Product. Notwithstanding section 6.6, any Open Source Software in the Product for which the Contractor has obtained the Province's written consent will be subject to the applicable license terms for such Open Source Software and the Contractor will post such notices as required by the license applicable to such Open Source Software.

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- 6.8 The Contractor will ensure that the Product does not and will not contain any Disabling Code. In the event the Contractor becomes aware of the existence of any Disabling Code in the Product, it will immediately notify the Province thereof and will remove the Disabling Code in a prompt and co-ordinated manner so as to minimise the spread and impact of such Disabling Code.

#### **Source Code**

- 6.9 In addition to any other obligations under this Agreement, upon request from the Province, the Contractor must provide to the Province the Source Code for the Product, as applicable, in a format and on a medium that is satisfactory to the Province and that is suitable for compilation and use in the production environment or other environment designated by the Province at that applicable time, together with all Documentation.
- 6.10 The Contractor must ensure that the Source Code is not obfuscated and is sufficiently complete and detailed to enable a programmer, experienced in the programming language in which the Source Code is written, to modify all aspects of the Product without assistance from the Contractor.

#### **Replacement**

- 6.11 If for any reason the Contractor is unable to provide any rights required to be provided under this Agreement or otherwise fails to comply with any term of this Article 6, the Contractor will replace the affected portion of the Product with an alternative product or technology that meets the Province's requirements and that complies with the terms of this Agreement at the Contractor's expense.

#### **Contractor Material**

- 6.12 The Contractor, or its licensors, as applicable, exclusively owns all intellectual property rights, including copyright, in the Contractor Material.
- 6.13 The Contractor grants to the Province:
- (a) a non-exclusive, revocable, fully paid-up, royalty-free, license for the Term to use, reproduce, modify, and distribute the Contractor Material for the sole purposes of working with the Contractor under this Agreement; and
  - (b) the right to sublicense these rights to third party contractors for the purpose of allowing those contractors to assist the Province in the exercise of any or all of the rights set out in subsection (a).
- 6.14 After the Term, the Province, in its 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 Province Material or the Product.

## **7 RECORDS AND REPORTS**

#### **Work reporting**

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

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

### **9 INDEMNITY AND INSURANCE**

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province'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 Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
  - (b) 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) \$4,000,000 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, 5.3 or 6.1 of this Agreement.

Province to notify Contractor of Loss

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

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#### 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 Province 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 Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, 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 2.7, 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.

#### Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province 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:
    - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
    - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,

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- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) 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 extended 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:
  - (i) an Insolvency Event,
  - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
  - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
  - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
  - (ii) 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,
  - (iii) 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,
  - (iv) a compromise or arrangement is proposed in respect of the Contractor under the Companies' Creditors Arrangement Act (Canada),
  - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

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- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
  - (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
  - (b) pursue any remedy or take any other action available to it at law or in equity; or
  - (c) 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 Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

#### General Termination Right

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province 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 provides, if the Province terminates this Agreement under section 11.4:
  - (a) the Province 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 Province's satisfaction before termination of this Agreement; and
  - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

#### Discharge of Liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province 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 Province 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



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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 an arbitration or mediation 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:
- (a) 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
  - (b) 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

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

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#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the Financial Administration Act, any of the Province's obligations under this Agreement.

#### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations
- fully complies with this Agreement in performing the subcontracted obligations.

#### 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 2.7, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.3, 6.5 to 6.12, 6.14, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1-10.3, 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:

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### **DRAFT AGILE SERVICES AGREEMENT**

- (a) an employee or partner of the Province; or
- (b) an agent of the Province 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 Province

- 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 Province.

#### Key Personnel

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

#### Key Personnel Issues

- 13.13 If the Province is experiencing problems with any Key Personnel, then the Province may review those problems with the Contractor or escalate those problems through the Dispute Resolution Process, or both.

#### Pertinent information

- 13.14 The Province must make available to the Contractor all information in the Province’s possession which the Province considers pertinent to the performance of the Services.

#### Conflict of interest

- 13.15 The Contractor must not provide any services to any person in circumstances which, in the Province’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 Province under this Agreement.

#### Time

- 13.16 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

- 13.17 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.

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### **DRAFT AGILE SERVICES AGREEMENT**

Agreement not permit nor fetter

- 13.18 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province 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 Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.19 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

- 13.20 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.

Tax Verification

- 13.21 Any additional terms set out in the attached Schedule G apply to this Agreement.

Governing law

- 13.22 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:

- (a) “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 Province 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;
- (f) 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;
- (g) “person” includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

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**DRAFT AGILE SERVICES AGREEMENT**

**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:

<p>SIGNED on the _____ day of _____, 20____</p> <p>by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the _____ day of _____, 20____</p> <p>on behalf of the Province by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
--	--

# Appendix D - MULRFQ No. DO-2024-01

## DRAFT AGILE SERVICES AGREEMENT

### SCHEDULE A

#### SERVICES

#### PART 1. TERM:

1. Subject to section 2 of this Part 1, <<<Instructions: delete preceding language if no extension option to be provided for in section 2>>> The term of this Agreement commences on \_\_\_\_\_ and ends on \_\_\_\_\_.
2. <<<Instructions: Specify any option to extend the term here or delete.>>>

#### PART 2. SERVICES:

##### 1. Resources

During the Term, the Contractor will provide the following resources to perform the following technical services by participating as part of the Development Team in the Agile Scrum Process set out in Exhibit 1 to this Schedule.

<<<Instructions: insert resource type(s) and description of technical services for each resource, as set out in the relevant Competition Notice >>>

Note to Respondents: The details of the resources required will depend on the role(s) to be filled by the Contractor and will be specified in the relevant Competition Notice.

##### 2. Location of Services:

<<<Instructions: insert location of Services as set out in the relevant Competition Notice>>>

Note to Respondents: The location of Services (i.e., remote or onsite at the Province's premises in Victoria, BC, or other locations identified by the Province) will be specified in the relevant Competition Notice.

#### PART 3. CONTRIBUTIONS

Upon the completion of the Term or upon earlier termination of this Agreement, the Contractor will provide to the Province all Contributions, including as applicable, the following deliverables:

<<<Instructions: insert deliverables as set out in the relevant Competition Notice>>>

Note to Respondents: The details of the deliverables will depend on the Product and will be specified in the relevant Competition Notice.

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### DRAFT AGILE SERVICES AGREEMENT

#### PART 4. KEY PERSONNEL AND PROVINCE PERSONNEL

The following Contractor Personnel will be considered Key Personnel for the purposes of sections 13.12 and 13.13 of the Agreement:

- <<<Instructions: list Key Personnel>>>

The Province will notify the Contractor in writing of any replacement to Province Personnel and the table in Part 5 will be deemed updated accordingly.

#### PART 5. PRODUCT TEAM

The Product Team will be comprised of the Product Manager, the Scrum Master and the Development Team.

<<<Instructions: enter into the tables below the names and roles of all individuals on the Product Team and indicate whether the individuals are Province Personnel or Contractor Personnel.>>>

Name	Role	Province Personnel or Contractor Personnel
	Product Manager	Province Personnel
	Scrum Master	

The Development Team

Name	Role	Province Personnel or Contractor Personnel

# **Appendix D - MULRFQ No. DO-2024-01**

## **DRAFT AGILE SERVICES AGREEMENT**

### **Schedule A - Exhibit 1**

#### **AGILE SCRUM PROCESS**

##### **A. PRODUCT ROADMAP**

1. The Product Roadmap is set out in Exhibit 2 to this Schedule A. All activities carried out by the parties under this Agreement will have regard to, and support delivery of, the objectives of the Product Roadmap.
2. If the Product Roadmap is updated by the Product Manager in the Product Tracking Tool during the Agreement Term, then the updated Product Roadmap will supersede and replace the applicable then-existing Exhibit 2 in its entirety and be deemed to form part of this Agreement.

##### **B. PRODUCT BACKLOG**

1. The Product Manager will be responsible during the Term for preparing and maintaining the Product Backlog in the Product Tracking Tool.

##### **C. SPRINTS**

1. Services provided by the Contractor's resources in relation to the Product will be carried out in Sprints that are in accordance with Good Industry Practice until this Agreement reaches the end of the Term or is terminated pursuant to section 11.2 or 11.4 of the Agreement.
2. During a Sprint, the Development Team will:
  - (a) develop Increments to implement each User Story in accordance with the Sprint Backlog;
  - (b) test all Increments developed in accordance with the testing agreed to by the Product Team at the Sprint Planning Meeting or considered necessary by the Development Team during the Sprint;
  - (c) update the Sprint Backlog and other Documentation on a daily basis to reflect progress with the development work; and
  - (d) track its progress by maintaining a Sprint burn down chart and updating it daily.
3. A new Sprint will start immediately after the conclusion of the previous Sprint.

##### **D. SPRINT MEETINGS**

###### **Sprint Meetings**

1. During each Sprint, the Product Team will participate in the following meetings:
  - (a) Sprint Planning Meeting;
  - (b) Product Backlog Refinement Meeting;
  - (c) Daily Scrum Meetings;
  - (d) Sprint Review Meeting; and
  - (e) Sprint Retrospective Meetings.



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### **DRAFT AGILE SERVICES AGREEMENT**

#### **Sprint Planning Meeting**

2. The Sprint Planning Meeting will take place before any work begins regarding a Sprint. At the Sprint Planning Meeting for a Sprint:
  - (a) the Product Manager will notify the Scrum Master and the Product Team of the User Stories to be included in the Sprint Backlog;
  - (b) the Product Team will review, refine and agree to the Definition of Done for each User Story and upon agreement the Scrum Master, will record the Definition of Done in the Product Tracking Tool;
  - (c) the Scrum Master and the Development Team will create the Sprint Backlog.

#### **Sprint Review Meeting**

3. At the Sprint Review Meeting for a Sprint:
  - (a) the Development Team will demonstrate the Contributions developed in that Sprint to the Product Manager and other stakeholders that the Product Manager may invite to the meeting;
  - (b) the Product Manager and the stakeholders will provide feedback on the Increments to the Scrum Master and the Development Team.
  - (c) The Product Manager will:
    - (i) review and determine which of the Increments demonstrated at the Sprint Review Meeting are ready for the Province to perform Agile Acceptance Tests;
    - (ii) mark User Stories for which the Increments have met all the requirements of the Definition of Done as Done User Stories;
    - (iii) return to the Product Backlog any User Story for which the Increments have not passed the Definition of Done; and
    - (iv) reset all priorities for outstanding User Stories.

#### **Sprint Retrospective Meeting**

4. At the Sprint Retrospective Meeting, the Product Team will:
  - (a) discuss and agree on potential improvements to their technical practices, environment, communication, and/or organization for implementation in future Sprints; and
  - (b) review the appropriateness and effectiveness of any improvements proposed at the previous Sprint Retrospective Meeting for a Sprint.

#### **E. DISPUTE RESOLUTION**

1. Any areas of disagreement that cannot be resolved by the Product Team during the Agile Scrum Process described in this Exhibit 1 to Schedule A will be referred for dispute resolution through section 12.1 of the Agreement.

**Appendix A-3**  
**RFQ ON-003317**

**Schedule A – Exhibit 2**

**PRODUCT ROADMAP**

# Appendix A-1

## MULRFQ <<<Number>>>

### Schedule A – Exhibit 3

#### PRODUCT TEAM

##### A. Product Manager

1. The Product Manager appointed by the Province and identified in Part 5 of Schedule A will fulfil the responsibilities set out in section A.3 of this Exhibit 3 and carry out all activities identified in this Agreement as being a Product Manager activity.
2. The Product Manager will:
  - (a) be the Province's main representative for all decisions concerning all aspects of the Contributions;
  - (b) be empowered by the Province to perform their responsibilities (including the giving of approval where required and the sorting of priority of User Stories); and
  - (c) other than those issues identified in this Agreement that should be dealt with by reference to the dispute resolution process, be empowered by the Province to approve all decisions concerning the Contributions.
3. In the development of Contributions under the Agreement, the Product Manager will:
  - (a) be accountable for the creation and evolution and continuous updating of the Product Roadmap;
  - (b) be accountable for the initial creation of the Product Backlog and have the final decision on all questions relating to the inclusion, deletion and priority of User Stories in the Product Backlog;
  - (c) maintain and update the Product Backlog on a continuous basis by:
    - (i) refining User Stories and when required, clarifying the business objectives;
    - (ii) removing User Stories which are no longer required to achieve the Product Roadmap;
    - (iii) adding new User Stories identified as being required to achieve the Product Roadmap; and
    - (iv) reviewing and setting (including resetting) the business objectives of the User Stories;
  - (d) actively participate in all Sprint Meetings;
  - (e) be available during normal business hours to answer Product Team questions and do so within a reasonable timeframe;
  - (f) have the final decision as to whether an Increment meets the Definition of Done for the applicable User Story or User Stories;
  - (g) have the final decision on all questions relating to the content and timing of the delivery of the Contributions;
  - (h) have the final decision as to whether to continue development under this Agreement;

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- (i) use best efforts to resolve any disputes in good faith by agreement with the Scrum Master and the Development Team at the applicable Sprint Meeting; and
- (j) following completion of the Agile Acceptance Tests by the Province, the Product Manager will update the Product Backlog to:
  - (i) return to the Product Backlog any User Stories for which the Increments have not passed the Agile Acceptance Tests;
  - (ii) reset all priorities for outstanding User Stories; and
  - (iii) notify in writing the Development Team and Scrum Master about the completion of the Agile Acceptance Tests by the Province.

#### **B. The Scrum Master**

1. The Scrum Master identified in Part 5 of Schedule A will fulfil the responsibilities set out in section B.3 below and carry out all activities identified in this Agreement as being a Scrum Master activity.
2. The Scrum Master will be responsible for the procurement of items required by the Development Team and the removal of impediments to the functioning of the Development Team where required.
3. In the performance of the Product development, the Scrum Master will:
  - (a) seek to maximize team performance and establish a predictable Team Velocity that is acceptable to the Product Team;
  - (b) lead, enable and support the timely implementation of the User Stories and delivery of the Product in accordance with the Product Roadmap;
  - (c) enable and facilitate collaboration, cooperation and self-organization between all Product Team members and resolution of any issues or disputes related to the Product;
  - (d) facilitate self-organization of the Development Team;
  - (e) ensure timely removal of any impediments which may affect the delivery of the Contributions;
  - (f) lead, facilitate and support all Sprint Meetings (including enforcement of timeboxes for such meetings);
  - (g) capture and record empirical data reported or generated at Sprint Meetings to facilitate adjustment of forecasts in relation to Sprints;
  - (h) schedule the Sprint Meetings and record meeting minutes and decisions using the Product Tracking Tool;
  - (i) if reasonably requested to do so, provide assistance to any Development Team member or the Product Manager;
  - (j) work on the Contributions at a location in British Columbia as directed by the Province; and

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- (k) use best efforts to resolve any disputes in good faith by agreement with the Product Manager and the Development Team at the applicable Sprint Meeting.

#### **C. The Development Team**

1. The Development Team as identified in Part 5 of Schedule A will fulfil the responsibilities set out in section C.2 below and carry out all activities identified in this Agreement as being a Development Team activity. In the performance of the Product development, the Development Team will:
  - (a) be responsible for providing foundational information regarding the Product Roadmap, based on user research, to the Product Manager;
  - (b) be responsible for the design, creation, development, configuration, customization and integration of the Product to implement the User Stories in support of the objectives identified in the Product Roadmap;
  - (c) estimate and notify the Product Manager of the efforts required for the delivery of each User Story;
  - (d) seek to maximize team performance and establish a predictable, mutually acceptable working Team Velocity;
  - (e) assist the Product Manager to develop and clarify a Sprint Backlog, the volume of which conforms to the capacity of the Development Team and the Team Velocity; and
  - (f) in each Sprint:
    - (i) deliver Increments , which represent a cumulatively growing subset of the Product and include all User Stories proposed by the Product Manager prior to the Sprint;
    - (ii) test all Increments developed as part of the Sprint in accordance with tests identified by the Development Team as required or desirable at the Sprint Planning Meeting or otherwise during the Sprint to ensure the Increments meet the Definition of Done; and
    - (iii) write the Documentation for the Increments developed during the Sprint and update previous Documentation as required to ensure that the Documentation remains up to date at all times, including the following details: design, functions, performance attributes and any other information that the Product Manager may reasonable require.
2. Each Development Team member will, as part of the Development Team:
  - (a) collaborate and cooperate with all Product Team members;
  - (b) in conjunction with the Scrum Master and the Product Manager, use all reasonable efforts to remove impediments potentially affecting the delivery of any Sprint goals and to resolve any disputes between any Product Team members concerning the Product, including any disputes that involve themselves;
  - (c) ensure that each User Story is designed and developed so as to minimize the risk of

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Disabling Code attacking the User Story or the Product;

- (d) actively participate in all Sprint Meetings;
- (e) work full time on the Contributions unless otherwise indicated in this Agreement;
- (f) work at a location in British Columbia as directed by the Province during the Agreement Term; and
- (g) use best efforts to resolve any disputes in good faith by agreement with the Product Manager and the Scrum Master at the applicable Sprint Meeting.

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**MULRFQ <<<Number>>>**

**Schedule A – Exhibit 4**

**SPRINT TESTING**

**A. Development Team Testing**

1. During each Sprint, the Development Team will carry out testing of the Increments.
2. Following testing, the Development Team will advise the Product Manager of which Increments have passed the Development Team’s testing and which have not.

**B. Agile Acceptance Tests**

1. During each Sprint, the Province will carry out Agile Acceptance Tests of Increments referred by the Product Manager for Agile Acceptance Testing under section D.3(c)(i) of Exhibit 1 to Schedule A.
2. If the Province’s Agile Acceptance Test will be conducted in parallel with the next Sprint, the Province will provide the results of the Agile Acceptance Test to the Contractor within 3 Business Days.
3. Following completion of the Agile Acceptance Tests by the Province, the Product Manager will:
  - (a) update the Product Backlog to:
    - (i) return to the Product Backlog any User Stories for which the Increments have not passed either the Development Team’s testing or the Agile Acceptance Tests;
    - (ii) reset all priorities for outstanding User Stories; and
    - (iii) notify in writing the Development Team and Scrum Master about the completion of the Agile Acceptance Tests by the Province.

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### SCHEDULE B – Fees and Expenses

#### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$\_\_\_\_\_ is the maximum amount which the Province 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 this Agreement).

#### **2. FEES:**

##### **Hourly Rate**

**Fees:** at the following rates for those hours during the Term when the Contractor provides the Services:

<<<Instructions: insert the role(s) and rate(s) as applicable to the given contract.>>>

Role	Rate

#### **3. EXPENSES:**

<<<Instructions: the details of expenses that will be reimbursed by the Province, if any, will be specified in the relevant Competition Notice>>>

Note to Respondents: The details of expenses that will be reimbursed by the Province (e.g., applicable travel, accommodation, or other expenses for the delivery of Services under this Contract), if any, will be specified in the relevant Competition Notice.

#### **4. STATEMENTS OF ACCOUNT:**

In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province for a period from an including the 1<sup>st</sup> day of a month to and including the last day of that month (each a “Billing Period”), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor’s legal name and address;



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### MULRFQ <<<Number>>>

- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration of the applicable monthly installment payable in that Billing Period or, in the event that the Agreement is terminated during the Billing Period, the applicable monthly installment prorated based on the number of days in the Billing Period prior to termination and a breakdown of the fees payable by role and applicable rate;
- (d) 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;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

#### **5. PAYMENTS DUE:**

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

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**SCHEDULE C - APPROVED SUBCONTRACTORS**

<<<Instructions: If the Province is willing to approve certain named subcontractors at the time of entering into the Agreement, the approved subcontractors can be listed here. If not, then insert "Not applicable.">>>

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### **SCHEDULE D – INSURANCE**

1. The Contractor must, without limiting the Contractor's obligation 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 Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause; and
  - (b) 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, calculated as follows:
    - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
    - (ii) 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 Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

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#### SCHEDULE E – PRIVACY PROTECTION SCHEDULE

Respondents should note that this Schedule will be included if deemed necessary by the Province.

<<<Instructions: If the Schedule is not required, delete the text in this Schedule that follows and insert "Not applicable.">>>

#### Definitions

1. In this Schedule,
  - (a) “**Act**” means the *Freedom of Information and Protection of Privacy Act* including any regulation made under it;
  - (b) “**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;
  - (c) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement;
  - (d) “**privacy course**” means the Province’s online privacy and information sharing training course or another course approved by the Province; and
  - (e) “**public body**” means “public body” as defined in the Act;
  - (f) “**third party request for disclosure**” means a subpoena, warrant, order, demand or request from an authority inside or outside of Canada for the unauthorized disclosure of personal information to which the Act applies;
  - (g) “**service provider**” means a person retained under a contract to perform services for a public body; and
  - (h) “**unauthorized disclosure of personal information**” means disclosure of, production of or the provision of access to personal information to which the Act applies, if that disclosure, production or access is not authorized by the Act.

#### Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and

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- (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

#### Acknowledgements

- 3. The Contractor acknowledges and agrees that
  - (a) it is a service provider and, as such, the requirements and restrictions established by Part 3 of the Act apply to the Contractor in respect of personal information;
  - (b) unless the Agreement otherwise specifies, all personal information in the custody of the Contractor is and remains under the control of the Province; and
  - (c) unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect, use, disclose or store personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

#### Collection of Personal Information

- 4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that relates directly to and is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
- 5. The Contractor must collect personal information directly from the individual the information is about unless:
  - (a) the Province provides personal information to the Contractor;
  - (b) the Agreement otherwise specifies; or
  - (c) the Province otherwise directs in writing.
- 6. Where the Contractor collects personal information directly from the individual the information is about, the Contractor must tell that individual:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and
  - (c) the contact information of the individual designated by the Province to answer questions about the Contractor's collection of personal information.

#### Privacy Training

- 7. The Contractor must ensure that each individual who will provide services under the Agreement that involve the access, collection or creation of personal information will complete, at the Contractor's expense, the privacy course prior to that individual providing those services.

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8. The requirement in section 7 will only apply to individuals who have not previously completed the privacy course.

#### **Accuracy of Personal Information**

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

#### **Requests for Access to Information**

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

#### **Correction of Personal Information**

11. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
12. When issuing a written direction under section 11, the Province must advise the Contractor of the date the correction request was received by the Province in order that the Contractor may comply with section 13.
13. Within 5 Business Days of correcting or annotating any personal information under section 11, 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 received by the Province, the Contractor disclosed the information being corrected or annotated.
14. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

#### **Protection of Personal Information**

15. Without limiting any other provision of the Agreement, the Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including without limitation by ensuring that the integrity of the personal information is preserved. Without limiting the general nature of the foregoing sentence, the Contractor will ensure that all personal information is securely segregated from any information under the control of the Contractor or third parties to prevent unintended mixing of personal information with other information or access to personal information by unauthorized persons and to enable personal information to be identified and separated from the information of the Contractor or third parties.

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#### **Storage of and Access to Personal Information**

16. The Contractor must comply with the requirements under the Act concerning storage of personal information outside of Canada, including, if required by the Province, by supporting the Province with completion of such assessments as may be required by law.
17. The Contractor must not change the location where personal information is stored without receiving prior authorization of the Province in writing.
18. Without limiting any other provision of the Agreement, the Contractor will implement and maintain an access log documenting all access to personal information, including a list of all persons that access any personal information. The Contractor will provide a copy of the access log to the Province upon request.

#### **Retention of Personal Information**

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

#### **Use of Personal Information**

20. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement. For clarity, unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not anonymize, aggregate or otherwise alter or modify personal information, including by converting personal information into non-personal information, or analyze personal information (whether by manual or automated means) for any purpose, including for the purpose of developing insights, conclusions or other information from personal information.

#### **Metadata**

21. Where the Contractor has or generates metadata as a result of services provided to the Province, where that metadata is personal information, the Contractor will:
  - (a) not use it or disclose it to any other party except where the Agreement otherwise specifies; and
  - (b) remove or destroy individual identifiers, if practicable.

#### **Disclosure of Personal Information**

22. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
23. If in relation to personal information, the Contractor:
  - (a) receives a third-party request for disclosure;
  - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a third-party request for disclosure; or

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- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a third-party request for disclosure,

subject to section 24, the Contractor must immediately notify the Province.

- 24. If the Contractor receives a third-party request described in section 23(a) or (b) but is unable to notify the Province as required by section 23, the Contractor must instead:
  - (a) use its best efforts to direct the party making the third-party request to the Province;
  - (b) provide the Province with reasonable assistance to contest the third-party request; and
  - (c) take reasonable steps to challenge the third party-request, including by presenting evidence with respect to:
    - (i) the control of personal information by the Province as a public body under the Act;
    - (ii) the application of the Act to the Contractor as a service provider to the Province;
    - (iii) the conflict between the Act and the third-party request; and
    - (iv) the potential for the Contractor to be liable for an offence under the Act as a result of complying with the third-party request.

#### **Notice of Unauthorized Disclosure**

- 25. 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, the Contractor must immediately notify the Province.

#### **Compliance with the Act and Directions**

- 26. The Contractor must in relation to personal information comply with:
  - (a) the requirements of the Act applicable to the Contractor as a service provider, including any regulation made under the Act and the terms of this Schedule; and
  - (b) any direction given by the Province under this Schedule.
- 27. 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.
- 28. The Contractor will provide the Province with such information as may be reasonably requested by the Province to assist the Province in confirming the Contractor's compliance with this Schedule.

#### **Notice of Non-Compliance**

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



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#### **Termination of Agreement**

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

#### **Interpretation**

31. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
32. Any reference to “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 the requirements of the Act applicable to them.
33. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
34. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act, including any regulation made under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
35. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of the Agreement or the law of any jurisdiction outside Canada.
36. 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.

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### SCHEDULE F -SECURITY SCHEDULE

Respondents should note that this Schedule will be included if deemed necessary by the Province.

<<<Instructions: If the Schedule is not required, delete the text in this Schedule that follows and insert "Not applicable.">>>

If a provision of the main body of the Agreement conflicts with a provision of this Schedule, then unless expressly stated otherwise within the Agreement, the provision of this Schedule will prevail to the extent of such conflict.

#### 1 Definitions

In this Schedule,

- (a) **"Cloud Services"** means services made available to users on demand via the Internet that are characterised by resource pooling, rapid elasticity and measured services with broad network access. Cloud Services include Software as a Service, Platform as a Service and Infrastructure as a Service, as such terms are understood pursuant to definitions provided by the National Institute of Standards and Technology (NIST).
- (b) **"Industry Best Practice"** means best practices commonly recognized in the IT industry from time to time and applicable to the protection and security of sensitive information of a nature similar to Protected Information against unauthorised access, disclosure or use, or any unauthorized attempts to access, disclose or use such information.
- (c) **"Protected Information"** means any and all of:
  - i. "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, British Columbia;
  - ii. information and records of information the Contractor is required to treat as confidential under the Agreement; and
  - iii. records, the integrity or availability of which are to be preserved by the Contractor under this Agreement, which in the case of records not falling within (i) or (ii), are marked by the Province as "Protected Information" or the Province otherwise instructs the Contractor that the record is "Protected Information" under the Agreement.
- (d) **"Province Information"** means information of the Province, including without limitation any Protected Information, that is disclosed to the Contractor, accessed by the Contractor or collected by the Contractor in relation to the Services and includes any information derived therefrom.
- (e) **"Services"** means the services provided by the Contractor to the Province under the Agreement and includes, if applicable, any Cloud Services.
- (f) **"Systems"** means any systems, subsystems, equipment, devices, infrastructure, networks, hardware and software used in connection with the Services, including for managing, operating or providing the Services.

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### 2 Applicability

For greater clarity, unless otherwise specified in the Agreement, the terms and conditions of this Schedule apply to the provision of all Services by the Contractor, its subcontractors and their respective personnel. Any reference to Contractor herein will include all subcontractors, Contractor personnel and subcontractor personnel, as applicable.

### 3 Industry Best Practice

The Contractor must have in place and maintain security controls to protect Protected Information that conform to commonly accepted industry norms that a prudent operator providing similar services would have implemented. Without limitation, the Contractor will perform its obligations under this Schedule in a manner that best conforms to Industry Best Practice.

### 4 Compliance and Certifications

Compliance and certification requirements will depend on the type of service provided by the Contractor.

- (a) For Cloud Services, the Contractor must at all times satisfy at least one of the following security standards:
  - i. compliance requirements identified for a Cloud Service Provider, in the Government of Canada Security Control Profile for Cloud-Based GC IT Services for Protected B, Medium Integrity and Medium Availability (PBMM); or
  - ii. compliance requirements identified for a Cloud Service Provider, in the US Federal Risk and Authorization Management Program (FedRAMP) for moderate impact information systems; or
  - iii. certification with ISO/IEC 27001 based on requirements for a Cloud Service Provider controls in ISO/IEC 27017:2015; or
  - iv. certification with Cloud Security Alliance (CSA) – Level 2 CSA STAR;
- (b) For all other Services that are not cloud services, the Contractor must satisfy:
  - i. certification with ISO/IEC 27001 based on requirements for Information Technology controls in ISO/IEC 27002:2013; or
  - ii. applicable Province IM/IT standards accessible at  
<https://www2.gov.bc.ca/gov/content/governments/services-for-government/policies-procedures/im-it-standards>

### 5 Attestation of Compliance and Certification of Services

To verify compliance with, as applicable, section 4(a) (with respect to Cloud Services) or 4(b) (with respect to non-Cloud Services), the Contractor must provide the Province with satisfactory evidence, by way of independent third-party attestation from a reputable information systems auditor, that any Services provided by the Contractor or used by the Contractor in connection with the Services satisfy and comply with at least one of the security standards set forth in, as applicable, section 4(a) (with respect to Cloud

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Services) or 4(b) (with respect to non-Cloud Services).

#### 6 Access Control

With respect to the access, by any Contractor personnel, to any part of the Contractor's Systems that may contain Province Information, the Contractor must:

- (a) implement access control policies and procedures that address onboarding, off-boarding, transition between roles, regular access reviews, limitations and usage control of administrator privileges, and inactivity timeouts;
- (b) identify and segregate conflicting duties and areas of responsibility, such as separation of duties;
- (c) maintain a current and accurate inventory of computer accounts;
- (d) review the inventory of computer accounts on a regular basis to identify dormant, fictitious or unused accounts;
- (e) enforce principles of "least privilege" and "need to know";
- (f) review user access rights on a regular basis to identify excessive privileges;
- (g) enforce a limit of logon attempts and concurrent sessions.

#### 7 Authentication

Where the Contractor manages user authentication controls for Contractor personnel, the Contractor must:

- (a) enforce minimum password complexity, such as requiring passwords to be case sensitive, or requiring passwords to contain a minimum of eight characters and a combination of upper-case letters, lower-case letters, numbers, and/or special characters;
- (b) require regular change of passwords at predetermined intervals, and which limit reuse; and
- (c) require multi-factor authentication for privileged access.

#### 8 Security Awareness

- (a) The Contractor must ensure that all persons employed or retained to perform the Services receive security awareness training, annually and supervision at a level and in substance that is appropriate to that person's position and the Contractor's obligations under this Schedule.
- (b) The Contractor must not permit any person the Contractor hires or uses to access or obtain any Protected Information unless that person is contractually bound to the Contractor in writing to keep Protected Information confidential on terms no less protective than the terms applicable to the Contractor under the Agreement.

#### 9 Log Generation and Retention

The Contractor must:

- (a) generate and retain logs that are sufficiently detailed to determine who did what and when for a period of 90 days online;
- (b) provide real time access to logs;
- (c) provide the technical capability to forward the logs to the Province; and

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- (d) correlate, monitor, and alert on logs.

#### 10 **Investigations Support and Security Investigations**

The Contractor must:

- (a) retain investigation reports related to a security investigation for a period of 2 years after the investigation is completed or provide to the Province for retention;
- (b) provide reasonable investigative support to the Province;
- (c) maintain chain of custody for evidence;
- (d) support e-discovery; and
- (e) maintain legal holds to meet needs of investigations and judicial requests.

#### 11 **Network Time Protocol**

Systems used by the Contractor or any subcontractor in the provision of Services must synchronise time with a stratum-2 (or higher time) reliable source.

#### 12 **Vulnerability Scan/Penetration Testing**

The Contractor must conduct regular:

- (a) vulnerability scans;
- (b) web application scans; and
- (c) penetration tests.

#### 13 **Configuration and Patch Management**

The Contractor must:

- (a) have an information security policy based on recognized industry standards;
- (b) apply system hardening methods in securing Contractor Systems;
- (c) logically isolate and encrypt Province Information;
- (d) ensure workstations and servers used in management and provisioning of the Services are patched and secured with anti-malware protection;
- (e) remedy vulnerabilities in a timely manner according to criticality;
- (f) patch all systems and software regularly according to industry best practices; and
- (g) use secure coding practices when developing applications and application programming interfaces.

#### 14 **Business Continuity, Disaster Recovery, and Backup Plans**

The Contractor must:

- (a) have a business continuity plan and a disaster recovery plan;
- (b) conduct backups of critical data; and

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- (c) review and test business continuity, disaster recovery, and backup plans and procedures regularly.

#### 15 Incident Response and Management

The Contractor must:

- (a) have an incident management plan and an incident response plan; and
- (b) review and test both incident management and incident response plans annually.

#### 16 Notifications of Breaches

The Contractor must notify the Province within 24 hours of the Contractor's identification of a breach or incident that has affected, or may affect, Province Information.

#### 17 Notifications of Changes

The Contractor must notify the Province of any changes to the Contractor's security policies, procedures or agreements that may materially lower the security of Province Information.

#### 18 Asset Management and Disposal

The Contractor must

- (a) maintain an inventory of Province Information assets;
- (b) use secure methods when disposing of Province Information Assets, and
- (c) maintain records of Province Information asset disposals.

#### 19 Physical Security

The Contractor must:

- (a) develop, document, and disseminate a physical and environmental protection policy;
- (b) regularly review and update its current physical and environmental protection policy and procedures; and
- (c) review physical access logs at least once monthly.

#### 20 Threat and Risk Assessments

The Contractor must:

- (a) conduct threat and risk assessments on any part of the Contractor's Systems that is new, or has been materially changed since the last threat and risk assessment was conducted; and
- (b) support the Province in completing Security Threat and Risk Assessments.

#### 21 Security Screening

The Contractor must:

- (a) screen all Contractor personnel prior to Contractor authorizing access to Province or Contractor Systems;
- (b) conduct criminal record checks on all Contractor personnel who have access to any Province or

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Contractor Systems;

- (c) make a reasonable determination of whether the individual constitutes an unreasonable security risk taking into consideration the duties of the individual, the type and sensitivity of information to which the individual may be exposed, and all applicable laws; and
- (d) require all Contractor personnel to proactively disclose criminal offences to the Contractor unless prohibited by applicable law.

#### **22 Supply Chain**

The Contractor must ensure that its suppliers and subcontractors involved in the provision of Services meet or exceed the standards set forth in this Schedule.

#### **23 Encryption**

The Contractor must:

- (a) implement and maintain encryption of Province Information while at rest and in transit;
- (b) offer the Province the technical capability of cryptographic key management to allow the Province to manage encryption keys in relation to Province Information at rest and in transit;
- (c) not hold or have access to encryption keys if such encryption keys are managed by the Province to encrypt Province information at rest or in transit; and
- (d) not provide encryption keys used to secure Province Information to a third party or the ability to break such encryption.

#### **24 Isolation Controls and Logical Isolation of Data**

The Contractor must:

- (a) implement and maintain the logical isolation of Province Information, even in the case of equipment or technology failure;
- (b) implement, where supported by available technology, the logical isolation of audit records related to Province Information and activities, even in the case of equipment or technology failure; segregate tenancy traffic from management network traffic; and
- (c) not use Protected Information for test or development purposes without the written approval of the Province.

#### **25 Technical Controls**

The Contractor must:

- (a) implement firewalls, web application firewalls, distributed denial of service, and intrusion prevention systems to control traffic flow to and from the Contractor's Systems; and
- (b) secure remote access to the Contractor's Systems by Contractor personnel and contractors.

#### **26 Use of Province Systems**

Use of Province Systems by the Contractor or its personnel (including subcontractors) must be restricted to activities necessary for provision of the Services. The Province reserves the right to not make any

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particular Province facility, system, network or device available to the Contractor unless the Contractor or its individual personnel (as applicable) agree to any additional terms and conditions acceptable to the Province.

#### **27 Security Contact**

If not set out elsewhere in the Agreement, the Contractor must provide the contact information for the individual who will coordinate compliance by the Contractor on matters relating to this Schedule.



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#### SCHEDULE G – TAX VERIFICATION SCHEDULE

Respondents should note that this Schedule will be included if deemed necessary by the Province.

<<<Instructions: If the Schedule is not required, delete the text in this Schedule that follows and insert "Not applicable.">>>

1. In this Schedule:
  - a) **"Tax Verification Letter"** means a letter issued by the Province of British Columbia's Ministry of Finance verifying that the Contractor meets its applicable B.C. corporate income tax filing obligations and provincial sales tax (PST) filing and payment obligations; and
  - b) **"Valid"** means that the Tax Verification Letter's period of validity, as indicated on the Tax Verification Letter, has not ended.
2. As a condition of entering into this Agreement, the Contractor provided to the Province a Valid Tax Verification Letter.
3. Upon request by the Province, the Contractor must provide the Province with a new Valid Tax Verification Letter. Notwithstanding any other provision of this Agreement, the Contractor acknowledges and agrees that any extension or renewal of this Agreement is conditional upon the Province having, or receiving from the Contractor in response to a request from the Province, a Valid Tax Verification Letter prior to any such extension or renewal.