

TERMS OF GENERAL SERVICE AGREEMENT

1 DEFINITIONS

General

In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the beginning of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Regulator or any other person;
- (f) "Services" means the services described in Schedule A;
- (g) "Subcontractor" means an individual identified in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

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

2 SERVICES

Provision of services

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

Term

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

Supply of various items

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

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

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

Instructions by the Regulator

- 2.6 The Regulator 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 executed.

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

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

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Regulator must pay to the Contractor at the times and on the conditions set forth in Schedule B:

- (a) The fees described in that Schedule, and
- (b) The expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Regulator's judgment, are necessarily incurred by the Contractor in providing the Services.
- (c) any applicable taxes payable by the Regulator under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Withholding of amounts

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

Appropriation

- 3.4 The Regulator'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 Regulator during which payment becomes due.

Currency

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

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Regulator 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 Regulator to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must apply for and, immediately on receipt, remit to the Regulator any available refund, rebate or remission of federal or provincial tax or duty that the Regulator has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As of the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Regulator as follows: except to the extent the Contractor has previously disclosed otherwise in writing to the Regulator,

- (a) All information, statements, documents and reports furnished or submitted by the Contractor to the Regulator 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,
- (b) The Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractor agreements in place and available to enable the Contractor to fully perform the Services, and
- (c) 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 if the Contractor is not an individual,

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

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- (d) 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
- (e) This Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

- 5.2 The Contractor must:
 - (a) Make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, modification or disposal; and
 - (b) Comply with the Security Schedule attached as Schedule G.

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 Regulator'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 a 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 Regulator 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 Regulator, refer for promotional purposes to the Regulator being a customer of the Contractor or the Regulator having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

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

Matters respecting intellectual property

- 6.3 The Regulator exclusively owns all intellectual property rights, including copyright, in:
 - (a) Received Material that the Contractor receives from the Regulator; and
 - (b) Produced Material, other than any Incorporated Material.Upon the Regulator's request, the Contractor must deliver to the Regulator documents satisfactory to the Regulator that irrevocably waive in the Regulator's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Regulator of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Regulator:
 - (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Regulator and the Regulator's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Regulator or any of the Regulator's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of 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, excepting always liability arising out of the independent acts or omissions of the Regulator and the Regulator's employees and agents.

Insurance

- 9.2 The Contractor must comply, if attached, with the Insurance Schedule D.

Workers compensation

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

Personal optional protection

- 9.4 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

- 9.5 Within 10 Business Days of being requested to do so by the Regulator, the Contractor must provide the Regulator with evidence of the Contractor's compliance with sections 9.3 and 9.4.

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, a strike (including illegal work stoppage or slowdown) or lockout, or 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.

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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, 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,
 - (iii) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (iv) a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - (v) the Contractor ceases, in the Regulator's reasonable opinion, to carry on business as a going concern.

Regulator's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Regulator 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 Regulator to exercise its rights in relation to an Event of Default will constitute a waiver by the Regulator of such rights.

Regulator's right to terminate other than for default

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

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Regulator terminates this Agreement under section 11.4:
- (a) The Regulator 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 Regulator's satisfaction before termination of this Agreement; and
 - (b) The Contractor must, within 30 days of such termination, repay to the Regulator any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Regulator has notified the Contractor in writing was not completed to the Regulator's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Regulator of the amount described in section 11.5(a) discharges the Regulator 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 Regulator of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) The parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) If the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster 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 *Commercial 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 mediation or arbitration

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) By email to the addressee's email address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) 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
 - (c) By prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or email address

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Regulator's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Regulator'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.
- (c) Fully complies with this Agreement in performing the subcontracted obligations.

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

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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 the performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

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

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) An employee or partner of the Regulator; or
 - (b) An agent of the Regulator 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 Regulator

- 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 Regulator.

Key Personnel

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

Pertinent information

- 13.13 The Regulator must make available to the Contractor all information in the Regulator's possession which the Regulator considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Regulator'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 Regulator under this Agreement.

Time

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

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

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

14 INTERPRETATION

- 14.1 In this Agreement:
- (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 Regulator 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*.

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

This Schedule forms part of the agreement

Contract No:

The Contractor will provide the following services:

DESCRIPTION OF SERVICES

Outputs

Deliverables or the services purchased.

Outcomes

Expected results flowing from the contracted services

Reporting Requirements

Report formats, instructions, and frequency.

TERMS

The term of this Agreement commences on _____ and ends on _____.

KEY PERSONNEL

All notice to the Regulator will be sent to the Contract Manager:

XXX
2950 Jutland Road
Victoria, BC V8T 5K2

The Key Personnel of the Contractor are as follows:

- (a)
- (b)
- (c)

Project resources may be changed, as required, after discussion and agreement between the Contractor and the Regulator without the need to amend the contract as long as project rates are not changing.

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

SCHEDULE B Fees and Expenses

This Schedule forms part of the agreement.

Contract No: _____

1. Fees will be paid at a hourly/daily rate of: \$XX.00 per hour/day (8 hrs = 1 day), for the term during which the Contractor is engaged in the fulfillment of their obligations under this Contract, including any extensions to the original term of the Contract, and in no event will the fees payable to the Contractor in accordance with this paragraph exceed, in aggregate, \$XXXXX.00, (exclusive of any applicable taxes described in section 3.1(c) of this agreement).
2. The following expenses, the aggregate of which shall not exceed \$XXX.00, will be paid to the Contractor provided the same are supported, where applicable, by original receipts and are, in the opinion of the Commissioner or delegate, necessarily incurred by the Contractor in the fulfillment of its obligations under this agreement:
 - a. The most economical travel, accommodation and meal expenses for travel greater than 32 kilometers away from _____ when they are on travel status; and the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.
3. The Contractor should submit to the Regulator, upon completion of the project, a written statement of account showing the calculation of all fees and expenses claimed for the period for which the statement is submitted, with hours and dates.
4. After receipt by the Regulator of any aforesaid written statement of account, the fees referred to in paragraph 1 of this schedule will be paid to the Contractor by electronic funds transfer, subject always to the respective maximum amount set forth in paragraph 5 of this schedule.
5. The maximum amount payable under the terms of this Contract (the "Maximum Amount") is \$XXX.00, plus any applicable taxes which may be incurred. There is no guarantee that the Contract Maximum Amount will be reached or that the spending will be spread evenly throughout the Contract.

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

This Schedule forms part of the agreement.

Contract No:

Insurance:

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Regulator:
 - (a) Commercial General Liability in an amount not less than **\$2,000,000.00** 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 Regulator as an additional insured,
 - (ii) be endorsed to provide the Regulator with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
 - (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 Regulator.
3. The Contractor must provide the Regulator with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Regulator evidence of all required insurance in the form of a completed Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Regulator 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 Regulator at any time, the Contractor must provide to the Regulator certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____

This Schedule forms part of the agreement.

Contract No: _____

Definitions

1. In this Schedule,
 - (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (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 Regulator and the Contractor dealing with the same subject matter as the Agreement.

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

This Schedule forms part of the agreement.

Contract No:

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

15. Unless the Regulator otherwise directs in writing, the Contractor may only use personal information if that use is:
- (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
 - (b) in accordance with section 13.

Disclosure of personal information

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

22. In addition to any other rights of termination which the Regulator may have under the Agreement or otherwise at law, the Regulator 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. If a provision of the Agreement (including any direction given by the Regulator under this Schedule) conflicts with a requirement of the Act or an applicable order of the Commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.



SCHEDULE F Additional Terms

This Schedule forms part of the agreement.

Contract No:

Contractor Initials: _____

BC Energy Regulator (authorized initials): _____