

REQUEST FOR PROPOSAL

Title: Job Readiness Workshops
Control #: RFP2020-01
Issue Date: October 1, 2019

Purpose of the Request for Proposal (RFP):

The purpose of this RFP is to support the development and delivery of job readiness workshops for Basin youth.

Instructions for Proposal Delivery:

Closing Time: The Proposal must be received on or before the following date and time:

Date: October 29, 2019

Time: 2:00 p.m. Pacific Time, 3:00 p.m. Mountain Time

Closing Location: The Proposal must be received at the following email address: LBiln@ourtrust.org

Faxed Proposals will not be accepted.

When submitting a Proposal by email:

- a) The email containing the Proposal will be deemed to have been received at the Closing Location at the date/time stamped/tagged by Columbia Basin Trust's (the Trust) email system; and
- b) The Proponent assumes the entire risk that the email is received by the addressee and is complete, including the risk that the Trust's system will not properly receive the email and any email attachments before the Closing Time. The Trust's inability to receive an email or email attachment, for any reason, shall not constitute an exception to the mandatory requirement to submit Proposal by the Closing Time, and the Trust assumes no risk or responsibility that any email will be received.

CONFIRMATION of PROPONENTS INTENT TO BE BOUND FORM

The proposal must either (1) include a copy of the Confirmation of Proponents *Intent To Be Bound Form* that is signed by an authorized representative of the Proponent or (2) otherwise identify the RFP, identify the Proponent and include the signature of an authorized representative of the Proponent that confirms the Proponent's intent to be bound.

The proposal is submitted in response to the referenced Request for Proposals, including any Addenda. By submitting a proposal, the Proponent agrees to all of the terms and conditions of the RFP including the following:

- a) The Proponent has carefully read and examined the entire Request for Proposals;
- b) The Proponent has conducted such other investigations as were prudent and reasonable in preparing the proposal; and
- c) The Proponent agrees to be bound by the statements and representations made in its proposal.

PROponent NAME (please print): _____

NAME OF AUTHORIZED REPRESENTATIVE (please print): _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

DATE: _____

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1. Definitions

Throughout this RFP, the following definitions apply:

- a) The Trust means Columbia Basin Trust;
- b) The Trust's Contact Person is the person named in Section 2 of this RFP;
- c) Closing Location is the location or locations specified on page 1 of this RFP;
- d) Closing Time is the date and time specified on page 1 of this RFP on which the Proposal must be submitted to the Closing Location;
- e) Contribution Agreement means the written agreement resulting from this RFP executed by the Trust and the Successful Proponent, a draft copy of which is attached as Appendix B;
- f) Proponent means an entity that submits, or intends to submit, a Proposal in response to this RFP;
- g) Proposal means a Proposal submitted in response to this RFP;
- h) Successful Proponent means the successful Proponent to this RFP that enters into a written Contribution Agreement with the Trust; and
- i) The Basin means the Columbia Basin Trust's Operating Area <http://ourtrust.org/about/basin-map>.

2. The Trust's Contact Person

All enquiries related to this RFP, including any requests for information and clarification, should be directed, in writing, to the following person by October 18, 2019. Information obtained from any other source is not official and may not be relied upon. Enquiries and any responses will be recorded and may be posted to the Trust's website at the Trust's option. No oral conversation will affect or modify the terms of this RFP or may be relied upon by any Proponent.

Name: Leah Biln
Email: LBiln@ourtrust.org

Proponents finding discrepancies or omissions in this RFP or having doubts as to the meaning or intent of any provision, should promptly notify the Trust's Contact Person. If the Trust determines that an amendment is required to this RFP, the Trust's Contact Person will issue an addendum in accordance with Section 7.3 of this RFP.

3. Proponent Information Meeting

An information meeting for Proponents may be held via teleconference at the following time:

Date: October 15, 2019
Time: 2:00 p.m. Pacific, 3:00 p.m. Mountain
Teleconference Details: 1-866-428-1156
Passcode: 910016

Attendance at the information meeting is optional. However, Proponents who do not attend the information meeting will be deemed to have received all of the information given at the meeting as if they attended. Questions will be allowed at the meeting. However, questions of a complex nature, or questions where the Proponent wishes anonymity, should be forwarded in writing, prior to the meeting, to the Trust's Contact Person.

4. Background, Objectives and Deliverables

4.1 Background

The Trust's Mission

The Trust supports efforts by the people of the Basin to create a legacy of social, economic and environmental well-being and to achieve greater self-sufficiency for present and future generations.

The Trust serves the people who live in the Basin and assists communities in addressing their needs by:

- providing resources and funding;
- focusing on local priorities and issues;
- bringing people together around key issues;
- providing useful, credible, accessible information and expertise;
- encouraging collaboration and partnerships;
- seeking ongoing input from Basin residents; and
- investing prudently in Basin power projects, businesses and real estate.

For more detailed organizational information, please refer to our website at www.ourtrust.org.

The Basin Youth Network

Through the Basin Youth Network, the Trust helps communities increase local activities and opportunities for youth aged 12 to 18, enabling them to learn new skills, like leadership, and engage more with each other and their communities. The Basin Youth Network supports youth and communities by:

- Hosting youth leadership events;
- Developing programs to address Basin-wide priorities for youth;
- Supporting collaboration and providing resources to communities and those who work and interact with youth; and
- Providing multiyear funding to established community youth networks.

Community youth networks support activities and diverse opportunities based on local priorities, engage youth to connect more with each other and their community, as well as encourage collaboration among those who work and interact with youth. They are supported by oversight committees and guided by youth priorities. See the unique community youth networks established in the Basin [here](#).

4.2 Objectives of RFP

The purpose of this RFP is to support the development and delivery of job readiness workshops for Basin youth.

4.3 Deliverables

The Terms of Reference and the Deliverables for the services that are sought under this RFP are set out in Appendix A.

5. Proposal Details

5.1 Format

The following format, sequence and instructions should be followed in Proposals:

- a) All pages should be consecutively numbered; and
- b) Proposals should include:
 - the Proponent's contact name, address, phone number and email address;
 - a table of contents including page numbers;
 - a short summary of the key features of the Proposal; and

- the body of the Proposal, including all aspects noted in Section 5.2.

5.2 Content

Proposals should include a detailed response to the following:

- A summary of the Proponent's qualifications and experience related to professional knowledge and understanding of the Basin labour market and job readiness requirements for youth;
- a list of relevant personnel, their experience and role in the services being proposed;
- a brief description of proposed workshop topics and structure that align with the Terms of Reference found in Appendix A;
- the approach for the delivery model of the workshops that align with the Terms of Reference found in Appendix A; and
- Fee rates and travel/expense budget.

6. Evaluation and Negotiation

6.1 Evaluation Committee

The evaluation of Proposals will be undertaken by an Evaluation Committee formed by the Trust, which may consist of one or more persons. The Evaluation Committee may consult with others including the Trust staff members, third party consultants and references, as the Evaluation Committee may in its discretion decide is required.

6.2 Mandatory Criteria

The Trust will review Proposals on a preliminary basis to determine whether they comply with the following mandatory criteria. Proposals that fail to meet the following mandatory criteria will be excluded from further consideration during the evaluation process.

Criteria
a) The Proposal must be received at a Closing Location on or before the Closing Time.
b) The Proposal must be in English.

6.3 Desirable Criteria

The Evaluation Committee will evaluate Proposals meeting all of the mandatory criteria against the following desirable criteria to determine the Proposal(s) that is(are) most advantageous to the Trust.

Criteria
a) Demonstrated understanding of the services being sought under the RFP.
b) Proposed methodology for providing the services.
c) Qualifications and experience.
d) Fees and expenses.
e) Any comments on or proposed changes to Appendix A (Terms of Reference and Deliverables) or to Appendix B (Contribution Agreement).

The Evaluation Committee may apply the criteria on a comparative basis, evaluating the Proposals by comparing one Proponent's Proposal to another Proponent's Proposal.

6.4 Additional Information

The Evaluation Committee may, at its discretion, request clarifications or additional information from a Proponent with respect to any Proposal, and the Evaluation Committee may make such requests to only selected Proponents. The Evaluation Committee may consider such clarifications or additional information in evaluating a Proposal.

6.5 Interviews

The Evaluation Committee may, at its discretion, invite some or all of the Proponents to appear before the Evaluation Committee to provide clarifications of their Proposals. In such event, the Evaluation Committee will be entitled to consider the answers received in evaluating Proposals.

6.6 Selection and Negotiation

The Trust may, in its discretion:

- a) select one preferred Proponent and enter into negotiations with that Proponent to finalize a Contribution Agreement;
- b) divide up the services and deliverables into more than one Contribution Agreement (based on service requirements or other factors according to the Trust's judgment of its best interest), and select more than one preferred Proponent to enter into negotiations to finalize a Contribution Agreement (each such Contribution Agreement to be based, respectively, on the services or deliverables selected by the Trust to be included in the applicable Contribution Agreement and the relevant Proponent's Proposal); or
- c) decline to select a Proponent.

By submitting a Proposal, each Proponent agrees that if the Trust selects the Proponent as a preferred Proponent, the Proponent will enter into negotiations with the Trust to finalize a Contribution Agreement substantially on the terms set out in Appendix B (Contribution Agreement).

If, at any time, the Trust reasonably forms the opinion that a mutually acceptable Contribution Agreement will not be finalized within 30 days of notification of selection of a preferred Proponent, the Trust may, at its sole discretion at any time thereafter, terminate negotiations with that Proponent and either negotiate a Contribution Agreement with another Proponent; or choose to terminate the RFP process and, if the Trust elects, proceed with the project in some other manner.

7. General Terms and Conditions

7.1 No Obligation to Proceed

This RFP is not a tender or an agreement to purchase goods or services. The Trust is not bound to select a preferred Proponent or to enter into a Contribution Agreement with the Proponent who submits the lowest-priced Proposal or with any Proponent, and the Trust reserves the complete right to at any time reject all Proposals and to terminate this RFP process.

7.2 Acceptance of Terms and Conditions

The submission of a Proposal indicates acceptance of all the terms and conditions set out in this RFP, including those included in any addenda issued by the Trust. By submitting a Proposal, the Proponent represents that it has carefully read and examined the RFP in its entirety and has conducted such other investigations as were prudent and reasonable in preparing its Proposal. The Proponent agrees to be bound by the statements and representations made in its Proposal.

7.3 Addenda

The Trust reserves the right to modify the terms of this RFP at any time at its sole discretion. If the Trust determines that an amendment is required to this RFP, the Trust's Contact Person will issue a written addendum that will form part of this RFP. No amendment of any kind to the RFP is effective unless it is contained in a formal written addendum issued by the Trust's Contact Person.

7.4 Late Proposals

It is the sole responsibility of the Proponent to ensure its Proposal is received at the Closing Location before the Closing Time. Proposals received after the Closing Time will not be accepted. In the event of a dispute, the receipt time as stamped/tagged by the Trust's email system shall prevail.

7.5 Changes to Proposals

An amendment to a Proposal will be considered only if the amendment is received in writing at the Closing Location before the Closing Time.

7.6 Completeness of Proposal

By submitting a Proposal, the Proponent represents that, if this RFP is for Proposals to design, create or provide a system or manage a program, all components required to run the system or manage the program have been identified in the Proponent's Proposal or will be provided by the Successful Proponent as part of the proposed cost or fee and at no further charge to the Trust.

7.7 Conflict of Interest

The Trust will not be obligated to evaluate any Proposal from a Proponent whose current or past interests may, in the Trust's opinion, give rise to a conflict of interest in connection with the project described in this RFP. This includes, but is not limited to, involvement by a Proponent in the preparation of this RFP. If a Proponent is in doubt as to whether there might be a conflict of interest, the Proponent should consult with the Trust's Contact Person prior to submitting a Proposal.

7.8 Proponents' Expenses

Proponents are solely responsible for their own expenses in preparing, and submitting Proposals, and for any meetings, negotiations or discussions with the Trust or its representatives and consultants, relating to or arising from this RFP.

7.9 No Claims

By submitting a Proposal, each Proponent:

- a) agrees that the Trust and its Board members, employees, representatives, agents, consultants and advisors will not under any circumstance be liable for any claims, whether for costs, expenses, losses (including loss of anticipated profits), damages or liabilities that are or may be incurred or suffered by any Proponent arising from or in any way connected to this RFP, including if the Trust accepts a materially non-compliant Proposal or otherwise breaches any express or implied term of the RFP; and
- b) waives any and all claims against the Trust or any of its Board members, employees, advisors, representatives, consultants or advisors.

7.10 Currency and Taxes

Prices quoted in Proposals should be quoted in Canadian dollars and exclusive PST or GST.

7.11 Joint Proposals and Subcontracting

- a) Two or more entities may work together to submit one Proposal. Entities submitting a joint Proposal should describe in their Proposal the proposed allocation of responsibilities between the entities.
- b) Proponents may propose to use subcontractors. Proposals proposing to use one or more subcontractors should identify the name(s) and proposed role(s) of the proposed subcontractor(s).
- c) Subcontracting to or joint venturing with any firm or individual whose current or past interests may, in the Trust's opinion, give rise to a conflict of interest in connection with the project or program described in this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of this RFP. If a Proponent is in doubt as to whether a proposed subcontractor gives rise to a conflict of interest, the Proponent should consult with the Trust's Contact Person prior to submitting a Proposal.

7.12 Liability for Errors

While the Trust has attempted to ensure the information in this RFP is accurate, the information contained in this RFP is supplied solely as a guideline for Proponents. The information is not guaranteed or warranted to be accurate by the Trust, nor is it necessarily comprehensive or exhaustive. Nothing in this RFP is intended to relieve Proponents from forming their own opinions and conclusions

with respect to the matters addressed in this RFP and the Trust accepts no responsibility for any errors or omissions in the information contained in this RFP.

7.13 Ownership of Proposal and Confidentiality

All Proposals submitted to the Trust become the property of the Trust and are held in confidence. Subject to the provisions of the *Freedom of Information and Protection of Privacy Act*, proposals received may be made publicly available, except information relating to unit pricing, confidential third party business information, and employment history of contractors/employees. If the Trust selects a preferred Proponent and enters into a Contribution Agreement, the Trust may publicize a notice of Contribution Agreement award, including a brief description of the agreement and the name of the Successful Proponent.

7.14 Use of Request for Proposal

Any portion of this document, or any information supplied by the Trust in relation to this RFP, may not be used or disclosed for any purpose, other than for the submission of the Proposal. Without limiting the generality of the foregoing, by submitting a Proposal, the Proponent agrees to hold in confidence all information supplied by the Trust in relation to this RFP.

7.15 No Lobbying

Proponents will not attempt to communicate directly or indirectly with any employee or representative of the Trust, including any member of the Evaluation Committee or any Board members of the Trust, about the project described in this RFP or otherwise in respect of the RFP, other than as expressly directed or permitted by the Trust. The Trust may reject a Proposal from any Proponent that fails to comply with this provision.

Appendix A Terms of Reference and Deliverables

A. Scope of Work

1. Develop three job readiness workshops (Workshops) that:
 - a. target Basin youth aged approximately 14 – 17 years;
 - b. introduce topics that assist in acquiring and maintaining part time or summer employment;
 - c. provide a certificate of participation;
 - d. do not include external certifications such as first aid or food safe;
 - e. create a skill building opportunity that supports the development of knowledge, self-esteem, and resiliency skills;
 - f. are simple and engaging;
 - g. generally, follow the same structure that includes:
 - i. a consistent length, consider 90 minutes;
 - ii. a warm up or icebreaker activity related to the topic;
 - iii. core learning content with up to three take away concepts;
 - iv. an activity that pertains to a learning outcome; and
 - v. a debriefing activity to solidify learning outcomes.
2. Plan a workshop delivery model, including promotion and registration, and deliver the Workshops in collaboration with the 28 Basin Community Youth Networks to identify suitable locations and times for the Workshops and assist with promotion and registration.
3. Develop one additional workshop that trains community youth network coordinators to deliver more Workshops in future; this train the trainer style workshop will be scheduled for late September 2020.
4. Develop Workshop evaluation materials including:
 - a. a simple survey to determine baseline knowledge and participant age, gender, home community;
 - b. a simple survey to be completed at the end of the Workshops to gather input and information about Workshop effectiveness;
 - c. a brief report about each Workshop and recommendations for future Workshops.
5. Provide the Trust with the Workshop curriculum and supporting materials and resources (including facilitator notes) in an electronic format so that the Trust and community youth network coordinators can deliver the same Workshops in future.

B. Deliverables

The Successful Proponent will:

1. Meet with the Trust to review scope of work and finalize timelines (estimate up to three hours in the proposal for this);
2. Develop and submit Workshop materials for review and approval by the Trust, edits may be requested;
3. Facilitate the delivery of the Workshop or portions of it, to a focus group of youth, to identify any areas for improvement (estimate up to fifteen hours in the proposal for this);
4. Make any necessary revisions as a result of the focus group or as requested by the Trust;
5. Finalize a delivery model for the Workshops, for approval by the Trust; and
6. Complete the agreed upon scope of work.

C. Proposed Timeline

1. Proponent is selected – by November 22, 2019
2. Delivery of Workshops begins – by April 2020.

D. Reporting

The Successful Proponent will submit reports based on a reporting schedule developed with Trust staff that includes but is not limited to providing:

1. a summary of how duties and deliverables are being achieved;
2. detailed financial reports outlining tasks, hours of work completed for each; and
3. itemized expenditures that were incurred during the reporting period.

E. Travel

The Successful Proponent:

1. may be required to do extensive travel within the Basin with the use of a personal vehicle depending on the delivery model of the Proposal;
2. must ensure vehicle is adequately insured to cover business use; and
3. bill time spent in travel at one half (1/2) the fee rate as agreed upon.

Please Note: RFP submissions are to include a travel/expense budget.

F. Expenses

Travel expenses will be reimbursed as follows:

1. mileage reimbursed per kilometre as set by the Provincial government, upon receipt and approval of a mileage log;
2. accommodation reimbursed based on the most cost-effective hotel. The Successful Proponent will be allowed to access Provincial Government Hotel rates while doing business on behalf of Columbia Basin Trust. A letter of authorization will be provided for such purpose;
3. meals reimbursed at the following Trust per diem rates, receipts are accepted but reimbursement will not exceed per diem rates:
 - Breakfast: \$12.00
 - Lunch: \$15.00
 - Dinner: \$25.000
4. All other expenses must be approved by the Trust prior to being incurred.

G. Other Requirements

The Successful Proponent, and all subcontractors must:

1. submit to the Trust, a satisfactory criminal record check conducted through the RCMP or the Ministry of Public Safety and Solicitor General Criminal Records Review Program; and
2. maintain 1 million dollars Commercial General Liability insurance with such insurers as are appropriate having regard to the nature of the Project and the risks associated with it, and will name the Trust as an additional insured for such insurance.

CONTRIBUTION AGREEMENT

XXX

COLUMBIA BASIN TRUST

Suite 300, 445 – 13th Avenue
Castlegar, BC V1N 1G1

(‘Recipient’)

(‘Trust’)

WHEREAS in accordance with the Trust’s purposes as set out in the *Columbia Basin Trust Act*, the Trust wishes to provide a grant for the project described in Schedule ‘A’, ‘B’ and ‘C’ (Project) to be carried out by the Recipient and the Recipient has the capacity to carry out the Project.

NOW THEREFORE this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. TERMS OF THE AGREEMENT

- 1.1 This Agreement will commence on XXX XX, XXXX and will, subject to Section 6 hereof, terminate on receipt and the Trust’s approval of the Recipient’s Final Report (as described in Schedule A hereto).
- 1.2 The obligations set out in Sections 9, 11 and 18.5 and Schedules B and C continue after the end of this Agreement.

2. PROJECT

- 2.1 The Recipient will undertake the Project described in Schedule A hereto in accordance with the terms of this Agreement.
- 2.2 The Recipient will not make any material changes to the Project without the prior written consent of the Trust.
- 2.3 Information used to support this Agreement that has been provided by the Recipient, either through an application process, funding request, or other submission, will be relied upon and considered accurate. The Recipient will immediately notify the Trust of any changes to any information provided to the Trust that relates to this Agreement.

3. GRANT

- 3.1 The Trust will provide a grant to the Recipient in the amount of \$XX (the ‘Grant’), such Grant to be payable in the amounts and at the times described in Schedule A hereto.
- 3.2 The Recipient will use the Grant only for the purpose of carrying out the Project.
- 3.3 If the Project is cancelled subsequent to the commencement of this Agreement, the Recipient will immediately thereafter return the Grant to the Trust, or in the event a portion of the Grant has been expended, the amount then remaining, along with an accounting of all expenditures.
- 3.4 If, at the conclusion of the Project, a portion of the Grant remains unexpended, the Trust may agree that the unexpended portion be used for other projects of the Recipient. If the Trust does not so agree, then:
 - a. if the Trust is the sole contributor to the Project, the Recipient will return the

- unexpended portion of the Grant to the Trust; or
- b. if the Trust is one of a number of contributors to the Project, the Recipient will return the Trust’s proportionate share of the unexpended portion of the total contributions to the Project to the Trust.

- 3.5 An obligation on the Trust to make a payment under this Agreement is dependent on budget approval of funds by the Trust for the fiscal year in which the payment is to be made, regardless of any other provision in this Agreement.

4. REPORTING

- 4.1 The Recipient will report to the Trust regarding the Project as described in Schedule A.

5. ACKNOWLEDGEMENT OF THE TRUST CONTRIBUTION

- 5.1 The Recipient will use its best efforts to acknowledge the Trust’s financial contribution to the Project by including the Trust’s name and logo on Project-related materials.

6. EARLY TERMINATION

- 6.1 If a material provision of this Agreement is breached by the Recipient, the Trust may terminate this Agreement immediately on written notice to the Recipient.
- 6.2 In the event of a termination described in Section 6.1, the Trust will pay only such portion of the Grant not then advanced pursuant to Schedule A for Project costs up to the effective date of termination, which costs will not exceed the amount of the Grant.

7. ASSIGNMENT OF GRANT

7.1 The Recipient will not assign this Agreement or the Grant or any part thereof without the prior written consent of the Trust.

8. RECIPIENT'S REPRESENTATIONS AND WARRANTIES

8.1 The Recipient represents and warrants that:

- a. If it is a corporation or other statutory entity duly incorporated or created under its applicable corporate legislation it is in good standing under the laws of each jurisdiction in which it is required to be registered and will maintain its corporate existence in good standing during the term of this Agreement;
- b. it has the power and authority to enter into this Agreement; and
- c. it has the power, authority and capacity to carry out the Project.

9. INDEMNITY

9.1 The Recipient will indemnify and save harmless the Trust, its officers, directors, employees, servants and agents from and against any and all claims and demands, including personal injury or death, arising from the Recipient's implementation of the Project except to the extent that such loss is caused or contributed to by the negligence of the Trust.

10. FURTHER ASSURANCES

10.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

11. FINANCIAL MANAGEMENT AND AUDIT

11.1 The Recipient agrees to maintain accurate financial records with supporting receipts for the Project and will provide the same to the Trust on request.

11.2 The Recipient agrees to permit the Trust, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, all records related to the Project.

12. SEVERABILITY OF PROVISIONS

12.1 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.

13. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY

13.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or from, will not

be considered to be a breach of any term of the Agreement.

14. NOTICES

14.1 Any notice or communication required to be given under the Agreement will be in writing and will be delivered personally or by courier, electronic mail or facsimile addressed to the other party at the address provided above or at such other address as either party will later designate to the other in writing.

15. DISPUTE RESOLUTION

15.1. If a dispute should arise regarding this Agreement, the parties agree to attempt to resolve such dispute by discussion.

15.2. Any dispute which cannot be resolved within thirty (30) days pursuant to Section 15.1 will be resolved by mediation. The Trust and the Recipient will agree on the choice of mediator and will share the cost equally.

16. AMENDMENT AND INTERPRETATION

16.1 No amendment of this Agreement will be valid unless it is agreed to in writing and signed by the parties hereto. The Trust may, in its sole discretion, waive one or more terms of the Agreement and any such waiver must be in writing.

16.2 In the event of a conflict or inconsistency in any provision in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

17. INSURANCE

17.1 The Recipient will maintain insurance coverage for all risks arising from the Project in such amounts and with such insurers as are appropriate having regard to the nature of the Project and the risks associated therewith.

18. GENERAL

18.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.

18.2 This Agreement constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.

18.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint ventures and neither party will have any right to obligate or bind the other party in any manner.

18.4 Time is of the essence hereof.

18.5 The Recipient acknowledges that the Trust is a public body with duties and obligations under the *Freedom of Information and Protection of Privacy Act* and that the Trust may be required by law to disclose information relating to the Recipient, this Agreement, the Project, any associated reporting, and the Grant. The

Recipient consents to the release of such information and acknowledges that this consent is made pursuant to Section 33.1(1) of the *Freedom of Information and Protection of Privacy Act*. The Recipient agrees that the Trust may disclose the Recipient's name, location and the amount and nature of any related funding to the public, individuals or any

other entity in furtherance of the Trust's public purposes.

- 18.6 The Recipient agrees to comply with attached Schedule B: Privacy and Protection Schedule and Schedule C: Confidentiality Schedules.
- 18.7 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

This Agreement has been executed on behalf of the Trust and the Recipient as of the dates indicated below:

XXX

COLUMBIA BASIN TRUST

Signed by:

Signed by:

Name: _____

Name: XXX

Title: _____

Title: XXX

Date: _____

Date: _____

SCHEDULE A

PROJECT:

- A. *PROJECT DESCRIPTION*
- B. *DUTIES AND DELIVERABLES*
- C. *REPORTING SCHEDULE*
- D. *PAYMENT SCHEDULE*

SCHEDULE B: PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Columbia Basin Trust (the "Public Body") and the Recipient:

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 business days of receiving a written direction from the Public Body to correct or annotate any personal information, the Recipient must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Public Body must advise the Recipient of the date the correction request to which the direction relates was received by the Public Body in order that the Recipient may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Public Body, the Recipient disclosed the information being corrected or annotated.
11. If the Recipient receives a request for correction of personal information from a person other than the Public Body, the Recipient must promptly advise the person to make the request to the Public Body and, if the Public Body has advised the Recipient of the name or title and contact information of an official of the Public Body to whom such requests are to be made, the Recipient 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 Recipient must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Public Body otherwise directs in writing, the Recipient 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 Recipient must retain personal information until directed by the Public Body in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

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

Disclosure of personal information

16. Unless the Public Body otherwise directs in writing, the Recipient may only disclose personal information inside Canada to any person other than the Public Body if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Public Body otherwise directs in writing, the Recipient must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Recipient:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Public Body and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

21. The Recipient must in relation to personal information comply with:

- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
- (b) any direction given by the Public Body under this Schedule.

22. The Recipient acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

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

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

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

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

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

SCHEDULE C: CONFIDENTIALITY

AGREEMENT TO ACT IMPARTIALLY AND KEEP INFORMATION CONFIDENTIAL

In this Agreement "Confidential Information" means information provided to, gathered, received by or developed by the Recipient as a result of this Agreement or providing the Services. Such information includes, but is not limited to the Materials, information relating to policies, management, governance, projects, funding investments, procedures, systems, business plans, stakeholders, regulatory applications, business or financial plans, research, data strategies, proposals developed by or belonging to the Trust or its subsidiaries. Such information does not include (i) information in the public domain, (ii) information released from this Agreement by written authorization of the Trust or (iii) information which is part of the general skill and knowledge of the Recipient and does not relate specifically to the Trust or its subsidiaries.

In consideration of being retained by the Trust to provide services as described in the aforementioned deliverables described in SCHEDULE "A", the Recipient acknowledges and agrees as follows:

1. Recipient, at all times, will act independently and in the best interest of the Trust, will be impartial and fair while participating or assisting in the required deliverables.
2. All rights, title and interest to, and in, any Confidential Information shall remain the exclusive property of the Trust, if it originated with the Trust, or the joint property of the Trust; all Confidential Information obtained by the Recipient shall be held in trust and confidence by Recipient on behalf of the Trust; and no license or any other right respecting any such Confidential Information is granted to the Recipient by implication or otherwise.
3. With respect to any and all Confidential Information disclosed to or obtained by the Recipient while participating or assisting in the performance of the Services, the Recipient shall not:
 - a) use, manipulate or exploit any such Confidential Information; or
 - b) disclose any such Confidential Information to any person who does not strictly require the Confidential Information, and then only to such representatives of the Recipient as may be reasonably required to review the Confidential Information, provided that the Recipient has first obtained agreements with such representatives to maintain the confidentiality of the Confidential Information; or
 - c) tamper with, amend, revise, modify, refine, customize, interfere with, adjust, enhance, reverse engineer, reverse compile, reassemble or alter in any way whatsoever all or part of any such Confidential Information; or
 - d) copy, reproduce in any form, or store in any retrieval system or data base any such Confidential Information, except as required solely for purposes of the contract.
4. With respect to any and all Confidential Information disclosed to or obtained by the Recipient while participating or in performing the Services, the Recipient shall:
 - a) use its best efforts to protect and keep confidential such Confidential Information, using a standard of care no less than the care that a careful and prudent person would be expected to employ for its own similar confidential information;
 - b) keep all such Confidential Information in a tangible form segregated from all of the Recipient's property and in a safe and secure environment, and protect and keep safe all such Confidential Information from any loss, harm, theft, unauthorized use, tampering, sabotage, unauthorized copying, destruction, damage or interference whatsoever;
 - c) provide to the Trust the originals and all copies of, and delete from all storage, retrieval systems and databases, all such Confidential Information immediately upon direction to do so from the Trust, or upon completion of the Services, whichever occurs first; and
 - d) not, directly or indirectly, produce, supply or otherwise deal with any product or service which is based on, derived from or uses the Confidential Information.