

TERMS OF GENERAL SUPPLY AGREEMENT

1. **Definitions** The terms the “Board” and “VSB” both mean The Board of Education of School District No. 39 (Vancouver) and its employees, agents and the term “Contractor” means the person, firm, vendor or corporation with whom the Board has entered into this Agreement for the provision of goods and/or services. “We”, “us”, and “our” refer to the Board alone and not to the combination of the Contractor and the Board which is referred to as “the parties”. “You” and “your” refer to the Contractor.
2. **Entirety and Acceptance** This Agreement forms the entire contract, and no other terms shall apply unless accepted in writing by the Board. The schedules to this Agreement are part of this Agreement.

CONTRACTOR’S OBLIGATIONS

3. **Provision of Goods and/or Services** You shall provide the services described in Schedule A (the “Services”) and the goods described in Schedule C (the “Goods”) in accordance with this Agreement. You shall provide the Services and/or Goods during and within the term described in Schedule A and/or Schedule C, regardless of the date of execution or delivery of this Agreement.
4. **Facilities, Approvals and Licenses** Unless the parties otherwise agree in writing, you shall supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement.
5. **Standard of Service** Unless otherwise specified in this Agreement, you shall perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
6. **Warranty and Inspection of Goods** All Goods supplied pursuant to this Agreement shall be of good merchantable quality, free of defects, and reasonably fit for its intended purposes. The Board may inspect such Goods at any time, but neither inspection nor non-inspection by the Board relieves Contractor of its obligations hereunder. If the Board considers that any Goods fail to conform to specifications or fail to otherwise meet the requirements herein, Contractor at its sole expense shall promptly make necessary replacements, restorations or repairs. No express warranty or condition herein, nor any other term, shall limit or exclude any warranty or condition which applies to the Goods otherwise imposed by statute. All warranties shall remain in effect notwithstanding termination of this Agreement. Contractor shall assign to the Board, or shall enforce for the benefit of the Board, any and all warranties granted by manufacturers, suppliers or subcontractors relating to the Goods.
7. **Your Employees** You must ensure that all persons you employ or cause to perform the Services are competent to perform them and are properly trained, instructed and supervised in doing so.
8. **Instruction** We may from time to time give you reasonable instructions (in writing or otherwise) relating to the performance of the Services. You must comply with such instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
9. **Reporting** You must, upon our request, fully inform us of all work done by you or a subcontractor in relation to the provision of the Services.
10. **Records** You must maintain time records and books of account, invoices, receipts, and vouchers of all costs and expenses incurred in relation to this Agreement, in form and content, and for a period, satisfactory to us.
11. **Produced Material** You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that as a result of this Agreement, are:
 - (a) produced by you or a subcontractor (the “Produced Material”), including any material in existence prior to the start of the term of this Agreement or developed independently of this Agreement, and which is incorporated or embedded in the Produced Material by you or a subcontractor (the “Incorporated Material”), or
 - (b) Received by you or a subcontractor from us or any other person (the “Received Material”).

In this Agreement, the Produced Material and the Received Material is collectively referred to as the “Material”.
12. **Confidentiality** You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except:
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.

13. **Security** You must make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal.
14. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
15. **Property Rights** We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
16. Title to all Goods provided pursuant to this Agreement and provided by Contractor for incorporation into the project on which Contractor supplies Goods or performs Services shall pass to the Board on delivery to the Board's property or site. Contractor shall, at its own cost, promptly repair, restore or replace all such goods lost, damaged or destroyed before Contractor completes the delivery of goods or performance of services.
17. **Intellectual Property Rights** We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.Upon our request, you must promptly deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of copyright in all Produced Material, other than any Incorporated Material.
18. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
19. **Patent Infringement** Contractor shall indemnify and hold harmless the Board against any and all loss, liability or expense attributable to any claim for alleged infringement of patent, copyright, trade mark or trade secret arising out of the purchase, provision or normal use of the Goods and/or Services provided pursuant to this Agreement and Contractor, at its sole expense, shall defend each such claim against the Board, provided that the Board may participate in the defense without relieving Contractor of its obligations herein.
20. **Privacy** You must comply with the Privacy Protection Schedule attached as Schedule G.
21. **Insurance** You must maintain and pay for insurance in the form, on the terms and in the coverage amounts and deductibles, as set out in Schedule F.
22. **Tax** You must apply for and, immediately upon receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for, or agreed to pay you for, pursuant to this Agreement.
23. **Laws** In the performance of this Agreement, the Contractor shall comply with all applicable laws, orders, rules and regulations, including, without limitation, all laws governing occupational health and safety and protection of the environment.
24. **Performance and Safety** Contractor shall perform all Services hereunder diligently, carefully and in a good and workmanlike manner in accordance with the standard of service herein, and shall furnish all skills, labour, supervision, equipment, materials and supplies required in order to do so. Contractor shall perform all Services in strict compliance with Worksafe BC regulations, Contractor's work safety procedures approved by the Board, and in strict compliance with the any safety procedures that Contractor has been instructed by the Board to follow. On completion of the provision of Services and/or Goods, Contractor shall leave the Board's property clear of all tools, equipment, waste and debris.
25. **Hazardous Goods and Work Conditions** Contractor is solely responsible for determining the nature and scope of all risks arising from any equipment, tanks or containers in or upon which services may be performed by Contractor hereunder that may have contained or contain hazardous or toxic substances and without limitation, Contractor assumes sole responsibility and liability in connection therewith. Contractor shall identify hazardous or toxic Goods with warning labels and shall provide to the Board written instructions concerning potential hazards and recommended procedures for the handling and transportation of the Goods, and shall provide health and safety data if the Goods consist of chemical products. Contractor shall provide a copy of the current MSDS sheet in compliance with WHMIS for all hazardous Goods to the Board's Health and Safety Department prior to the termination of this Agreement.
26. **CSA Approval** All electrical equipment supplied under the Agreement must be CSA approved or Province of British Columbia Electrical Energy Board approved, and must bear the appropriate sticker evidencing such approval(s).
27. **Builders Liens** Contractor shall not, without prior written authorization of the Board, make any changes or substitutions in the Services or perform extra Services. Contractor is not entitled to any payment for Services not approved in advance by the Board as evidenced by this Agreement or those communicated to you in writing in advance.

28. **Indemnity** You must indemnify and save harmless the Board and its employees and agents from any losses, claims, damages, actions, causes of actions, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at anytime, either before or after this Agreement ends, which are based upon, arise out of or occur directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors or subcontractors in providing the Goods and/or Services.
29. **Assignment** Contractor may not, without the Board's prior written consent, assign this Agreement, any monies due hereunder, or any claim arising in connection therewith.
30. **Subcontractors** You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule E, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing its obligations.
31. **Conflict of Interest** You must not provide any Services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
32. **Payment** If you comply with this Agreement we shall pay you:
- (a) for any Services provided under this Agreement, fees and the expenses which, in our opinion, were necessarily incurred by you in providing the Services as identified in Schedule B, provided that with respect to expenses, you must provide on request to us proper receipts; and
 - (b) for any Goods duly provided under this Agreement, the amounts described in Schedule D.
- We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
33. The Board will not be responsible for the payment for any Goods supplied or Services provided without first receiving a written statement of account or invoice delivered in accordance with this Agreement and Schedules. Payment of any invoice or account prior to the delivery of the Goods or provision of Services may be made by the Board, but such prior payment shall not be deemed to be an acceptance of the quantity and quality of the Goods or Services as invoiced, or at all. The Board shall make payment to you, on all proper invoices and accounts, net 30 days.
34. Notwithstanding the foregoing, the Board may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of Goods or Services, including without restriction, amounts that may be set off in respect of any Goods or Services not in accordance with the requirements of this Agreement.
35. **Prices** All prices, fees, costs, charges and expenses associated with this Agreement shall be in Canadian funds. Contractor shall not charge any prices for Goods in excess of the lowest prevailing market price at time of shipment, unless otherwise agreed to by the Board and specified in this Agreement.
36. **Audit** If payment for Goods or Services provided is made on the basis that the price directly relates to Contractor's costs, the Board shall have the right to audit Contractor's records relating to such costs, at any reasonable time, for one year after the last Goods or Services were provided by the Contractor.
37. **Taxes** In the event that Contractor charges PST/HST and/or GST, Contractor must provide their PST/HST and/or GST registration numbers to the Board at the same time as the delivery of the invoice or account to the Board.
38. If you are not resident in Canada, we may be required to by law, and may as required, withhold income tax from the amount of any payments owing and then to remit that tax to the Receiver General of Canada on your behalf.
39. **Shipping** If this Agreement specifies a method of shipping, carrier or route, no deviation from those terms may be made without the Board's prior approval. Contractor shall be responsible for any additional costs, losses or damages resulting from an unauthorized deviation in method of shipping, carrier or route. The Board reserves the right to cancel any goods not shipped within the time specified in this Agreement.
40. **Customs Requirements** Contractor shall ensure that properly executed customs documents are completed for shipments originating outside of Canada and those documents must accompany each shipment, unless instructed otherwise by the Board.
41. **Packing** No extra charges by Contractor will be allowed for tarping, special handling, packing, boxing, crating, or for cases, packages, pallets, drums, reels or boxes, unless the charges are agreed to by the Board and specified in this Agreement. Contractor shall mark all cases, packages, and bundles delivering the Goods with the VSB Contract number. Contractor shall enclose a packing slip with each shipment showing the VSB Contract number and full description of all goods. Contractor shall be responsible for any damages to the goods resulting from improper packing.
42. **Returns** In the event the Board is provided with damaged or defective Goods hereunder, the Board may return those Goods to Contractor for replacement, restoration or repair. Contractor shall be responsible for all costs associated with the return and replacement of any damaged or defective Goods, including all freight and handling charges.

TERMINATION

43. The Board may terminate this Agreement at any time by giving reasonable notice to Contractor, and thereupon the Board shall be relieved of all further obligations hereunder except for the payment of the balance outstanding for the Goods and/or Services provided to the time of termination in accordance with this Agreement. Termination shall be without prejudice to any other rights or remedies the Board may have against Contractor. In no event shall Contractor be entitled to damages or compensation for anticipated profits that may be lost because of such termination.
44. If you fail to meet or comply with the terms of this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

45. You are an independent contractor and not our employee, agent, or partner. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees. You must not commit or purport to commit us to any money unless specifically authorized by this Agreement.
46. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
47. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
48. Time is of the essence in this Agreement.
49. Any notice contemplated by this Agreement, to be effective, must be in writing and either
 - (a) Sent by fax to the addressee's fax number specified in this Agreement, or
 - (b) Delivered by hand to the addressee's address specified in this Agreement.

Either of the parties may give notice to the other of a substitute address or fax number from time to time.

50. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
51. No amendment, change or other modification of this Agreement is effective unless it is in writing and signed by the parties.
52. In the event of any dispute arising out of or related to this Agreement, the Board and Contractor shall make all reasonable efforts to resolve their dispute by amicable negotiations and agree to provide without prejudice, frank, candid, and timely disclosure of relevant facts, information and documents to facilitate these negotiations. By providing written notice to the other party, either party may refer the dispute to be finally resolved by arbitration administered by the *British Columbia International Commercial Arbitration Centre* under its Rules.
53. Sections 9 to 20, 22, 28, 34, 38, 43, 44, 47 and 51 of this Agreement continue in force indefinitely, even after this Agreement ends.
54. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
55. Contractor acknowledges that the Province of British Columbia currently requires that a criminal records check be completed for any employee of Contractor who may have unsupervised access to students, regardless of capacity of that employee. Contractor must comply with this requirement prior to commencing any services, and will be required to provide the Board with employee name(s) and the nature of the offense, if a criminal record is indicated.
56. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.

GENERAL SUPPLY AGREEMENT**SCHEDULE A – SERVICES****1.0 Scope of Work**

The Contractor is a full service Hazardous Waste Management company that is required to supply labour, materials and equipment to collect, package, label, manifest, transport and dispose of Hazardous Waste from the Board of Education for School District No.39 (Vancouver) schools and/or sites on an as required basis when contacted by an authorized Board representative from the Health and Safety Department and/or Facilities Department. The Board of Education of School District No.39 (Vancouver)'s hazardous waste streams are typically relevant to the schools Technical Studies, Art and Science departments, and the Maintenance and Construction department.

Our normal hours of operation are Monday to Friday, 8:00 AM to 4:30 PM. For the purpose of this contract, access to VSB School and sites can begin at 7:30 AM – 4:30 PM. The Board has been coordinating the annual bulk pick up of school hazardous waste in April, to be picked up during the months of May, June and July. In addition to the annual bulk pickup, there will be sporadic monthly requests during the school year.

The Contractor will handle, store, transport, treat and dispose of hazardous waste according to the Hazardous Waste Regulations and in a manner that the safety of humans, pets, wildlife and that of the environment is not compromised. Environmentally sensitive material may cause damage to the environment. Diligent service and using environmentally acceptable methods of recycling and disposal is imperative. When performing these services the Contractor must meet or exceed all current local, municipal, provincial, federal laws and regulations; including international requirements.

The Contractor will indicate the method of disposal for each waste stream, including the name and address of the disposal site. The Contractor will inform the Board of any changes to disposal locations, methods, or changes in 3rd party company names as soon as they occur.

Upon removal from the Board sites, all hazardous wastes become the responsibility of the contractor. The contractor must specify the final disposal site and method as part of their Bid Cost (Appendix B, Schedule 1). Unauthorized disposal of wastes will be cause for termination of this contract and reporting to the Provincial/Federal Regulators.

2.0 Contract Duration

The minimum duration of the contract is to be two (2) years with the option to renew for a further two (2), one (1) year terms.

Firm pricing is required for the initial two (2) year period of the contract and should be priced accordingly on Appendix 'B', Schedule '1'.

Option year(s) – Any request for a price adjustment thereafter must be submitted to the Board of Education of School District No.39 (Vancouver), in writing a minimum of 120 days prior to the commencement of the option year(s). The Board of Education of School District No.39 (Vancouver) will then review this submission and will at its sole discretion either accept, negotiate, or reject and re-bid the requirements.

3.0 Requirements

- 3.1 The Contractor should be a licensed, recognized, authorized hazardous waste collector, removal and disposal service and shall operate under all municipal, provincial, and federal laws and regulations, such as the Transportation of Dangerous Goods Control Act, Occupational Health and Safety Act, British Columbia Environmental Management Act, Federal Transportation of Dangerous Goods Act and Hazardous Waste Regulations for the entire length of this contract, including option years, if accessed. If the service requires work internationally, the Contractor must comply with all relevant laws and regulations.
- 3.2 The Contractor should be able to customize the hazardous waste collection and removal services to the Board's requirements.
- 3.3 The Contractor must have the ability to implement a Hazardous Waste Inventory Program of any and all identified or unidentified hazardous waste that may be at any of the VSB schools/sites, and if required; collect, package, label, manifest, transport and dispose of the hazardous waste.
- 3.4 The Contractor must have the ability to implement an ongoing Hazardous Waste Program, if required, for the VSB to manage our hazardous waste in compliance with all applicable laws and regulations.
- 3.5 The Contractor must provide trained personnel, equipped with all required tools and safety equipment to perform the specified work at any VSB school or site. All personnel shall have training in the Transportation of Dangerous Goods and WHIMS for the packaging and shipping of hazardous waste and other training as required to perform the services required. The Contractor shall be solely and entirely responsible for the acts of its employees while conducting business for the VSB. The Contractor's employees are expected to complete the work in a safe and professional manner.
- 3.6 The Contractor's employees must wear company identification on VSB property at all times.

4.0 Licenses / Permits / Applications / Certificates

The Contractor is required to maintain current all licenses / permits / applications / certificates for the duration of the contract. The Contractor is to provide to the VSB a copy of these documents:

- upon request by the VSB;
- upon renewal of these documents.

The Contractor, their employees, agents and vehicles shall have and maintain valid permits and licences as required by law for the execution of services pursuant to this RFP. The Contractor is responsible for all costs associated with maintaining such permits and licences.

5.0 Urgent Services

The Contractor may be required to respond to "Urgent Service" calls such as; emergency spill response or, be requested to perform work that is above and beyond the regular services covered by this RFP.

6.0 In-Service Training

All reasonable in-service training associated with the Contractor's service will be provided at no cost to the VSB for the duration of the contract. Contractor is required to supply all information regarding instructional training to support their service. Contractor is to direct VSB staff to related educational materials (preferably electronic) that are available.

7.0 Examination of Contractor's Facility

The Contractor will provide tours of the facilities used to service this contract upon request by the VSB.

8.0 Contractor Responsible for Spills

The Contractor is solely responsible for any and all spills or leaks that arise out of this contract and that occur as a result of, or are contributed to by the actions of its agents and employees. The Contractor shall be responsible for clean-up in accordance with applicable international, federal, provincial and local laws and regulations. The Contractor will clean and dispose of spill debris at no cost to the VSB. The Contractor will immediately notify the Board of any spill and take immediate action to ensure the safety of the Board employees, students, and others that may be using the Board facilities.

9.0 Emergency Spill Kit Requirement

All vehicles should be equipped with an Emergency Spill Kit as per applicable international, federal, provincial and local laws and regulations. The Contractor will fund these at no cost to the VSB.

10.0 Invoicing

- a. Contractor shall provide detailed invoicing that identifies the products, volumes, packaging, manifest, location of pickup and related charges.
- b. Invoice and billing information must be sent to the VSB Attn. Accounts Payable at 1580 W. Broadway, Vancouver, BC, V6J 5K8 for approval prior to payment of the same.
- c. Invoicing monthly.
- d. Payment terms are net 30 days.

11.0 Reporting

Contractor shall have the ability to provide quarterly electronic client waste-tracking summaries (dates to be established by the VSB) in Excel format to our Health & Safety Department stating items/quantities picked-up and disposed of and costs to date. This reporting is required for the duration of the contract and any optional years, if accessed.

12.0 Vehicles on School Grounds

Motor vehicles must not exceed eight (8) kilometers per hour when on school property. Where possible, the use of trucks on school grounds at times when children are at play (i.e. before school, recess, noon hour, and after school) should be avoided. Under no circumstances should a truck be backed onto school grounds when children are at play, unless a responsible adult is available on the ground at the rear of the truck for guidance. The engineer-custodian may be asked to assist in the case of one-man truck operations. Any vehicle proceeding in the vicinity of

children playing shall utilize a responsible adult as safety-watcher to walk the vehicle through the area. Vehicles are prohibited from school grounds, unless on school business.

13.0 Types of Waste Material

The following table shows the types of hazardous waste materials involved.

Item #	Product Description
1	Adhesives, containing flammable liquids
2	Aerosols, flammable
3	Articles containing Polychlorinated Biphenyls - PCB Oil
4	Batteries - Alkaline
5	Batteries - Lead Acid
6	Batteries - Lithium
7	Batteries - NiCad
8	Biological waste
9	Compressed Gases - Ammonia, Carbon Dioxide, Helium, Hydrogen, Methane, Oxygen cylinders
10	Compressed gas – Propane, 20 lb tank
11	Compressed gas - Fire Extinguisher, Standard
12	Empty UN Regulated 20 L pail for packing
13	Empty UN Regulated 200 L drum for packing
14	Flammable liquid (diesel)
15	Flammable liquid (gasoline)
16	Formaldehyde solution with specimens
17	Formaldehyde solution, no specimens
18	Lab Pack - Bromine
19	Lab Pack - Corrosive liquids (acid/base)
20	Lab Pack - Corrosive solids (acid/base)
21	Lab Pack - Flammable solid (Class 4.1)
22	Lab Pack containing Nitric Acid > 70%
23	Lab Pack Organic Peroxides (Class 5.2)
24	Lab pack, Cyanides
25	Lab pack, Flammable liquid (Class 3)
26	Lab pack, Oxidizing liquid and solid (Class 5.1)
27	Lab pack, Pesticide liquid and solid (Class 6.1)
28	Lab pack, Self Heating solid (Class 4.2)
29	Lab pack, Toxic liquid and solid (Class 6.1)
30	Lab pack, Water Reactive (Class 4.3)
31	Latex paint (bulk product and loose pack)
32	Loose Pack - Non regulated liquid and solid
33	Mercury, debris and/or solution
34	Paint related material - flammable paint and solvent bulk product (<30% sludge) and loose pack
35	TDG Manifest
36	Waste Antifreeze
37	Waste oil
38	Waste oily water (> 3% oil in water)

GENERAL SUPPLY AGREEMENT

SCHEDULE B -FEES AND EXPENSES FOR SERVICES

All prices are to be expressed in Canadian Dollars and are to be inclusive of transport to final disposal (landfill, incinerator, recycling), insurance, labeling, vermiculite, PPE, etc., using UN certified package for disposal. All applicable taxes to be identified separately on invoices.

1. FEES/PRICING:

Details will be added upon award of Contract.

2. INVOICING, STATEMENT OF ACCOUNT:

In order to obtain any payment under this Agreement you must deliver to us invoice(s) in a form satisfactory to us containing at a minimum:

- a. your company's legal name and address;
- b. the date of invoice;
- c. a statement/invoice number for identification;
- d. reference to our Purchase Order number assigned to this contract;
- e. a detailed description of the products, volumes, packaging, manifest, location of pickup and related charges;
- f. any applicable HST/GST and/or PST to be identified separately; and
- g. any other billing information reasonably requested by us.

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SCHEDULE E – APPROVED SUBCONTRACTOR(S)

GENERAL SUPPLY AGREEMENT

SCHEDULE F – INSURANCE

1. The Contractor must, without limiting its obligation or liabilities and at its own expense, purchase and maintain throughout the term of this Agreement the following insurance with insurers licensed in Canada in forms and amounts acceptable to the Board
 - (a) Worker's Compensation Insurance or coverage in full compliance with all laws of the jurisdiction in which the work is performed;
 - (b) Automobile Liability Insurance in an amount not less than <\$5,000,000.00> covering both owned and non-owned automotive vehicles; coverage should be classified appropriately with ICBC for the services required by this contract, and
 - (c) Commercial General Liability in an amount not less than <\$5,000,000.00> 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 Board as an additional insured;
 - (ii) Be endorsed to provide the Board with 30 days advance written notice of cancellation or material change; and
 - (iii) Include a cross liability clause.
 - (d) Professional Liability, where applicable, in an amount not less than <\$1,000,000.00>, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) Be primary; and
 - (b) Not require the sharing of any loss by any insurer of the Board.
3. The Contractor must, at the reasonable request of the Board, provide the Board with evidence of all required insurance in a form acceptable to the Board.
4. If the insurance policy(ies) expire before the end of the term of this Agreement, the Contractor must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in a form acceptable to the Board.
5. The Contractor shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this schedule in its sole discretion.

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SCHEDULE G – PRIVACY PROTECTION

This Schedule forms part of the Agreement between the Board of Education of School District No. 39 (Vancouver) and TBA (the “Contractor”) respecting VSB Contract No. TBA (the “Agreement”)

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**VSB**” means the Board of Education of School District No. 39 (Vancouver)
 - (c) “**Act**” means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
 - (d) “**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;
 - (e) “**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 BSB and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the VSB to comply with its statutory obligations under the Act with respect to personal information; and
 - (b) ensure that as a goods and/or 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 VSB 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 VSB otherwise directs in writing, the Contractor must collection personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the VSB otherwise directs in writing, the Contract 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 VSB 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 VSB 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 VSB, the Contractor must promptly advise the person to make the request to the VSB unless the Agreement expressly requires the Contractor to provide such access and, if the VSB has advised the Contractor of the name or title and contact information of an official of the VSB 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 VSB 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 VSB must advise the Contractor of the date the correct request to which the direction relates was received by the VSB 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 BSB, 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 VSB, the Contractor must promptly advise the person to make the request to the VSB and, if the VSB has advised the Contractor of the name or title and contact information of an official of the VSB to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

13. Unless the VSB 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 VSB in writing to dispose of it or to deliver it as specified in the direction.

Use of personal information

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

Disclosure of personal information

16. Unless the Agreement otherwise specifies or The VSB otherwise directs in writing, the Contractor must no disclose personal information to any person other than The VSB.

Notice of foreign demands for disclosure

17. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in its custody or under its control the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the VSB 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

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in its custody or under its control. The

Contractor must immediately notify the VSB. 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

19. In addition to any other rights of inspection the VSB may have under the Agreement or under statute, the VSB 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

20. 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 give by the VSB under this Schedule.
21. 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

22. 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 VSB 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

23. In addition to any other rights of termination which The VSB may have under the Agreement or otherwise at all, the VSB 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 Contract to comply with this Schedule in a material respect.

Interpretation

24. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
25. Any reference to the “Contractor” in this Schedule includes any Sub-Contractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such Sub-Contractors and agents comply with this Schedule.
26. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
27. If a provision of the Agreement (including any direction given by the VSB 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.
28. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
29. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.