

ADMINISTRATIVE AGREEMENT

This Agreement dated this Fifth day of June, 2019.

BETWEEN:

**HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA**, as represented
by the Minister of Municipal Affairs and Housing

(hereafter referred to as the "Province")

AND:

BRITISH COLUMBIA SAFETY AUTHORITY,
incorporated pursuant to the *Safety Authority Act*
SBC 2003, c. 38

(hereafter referred to as "Technical Safety BC")

(Collectively, the "Parties"; individually, a "Party")

WHEREAS:

- A. The Province wishes to maintain and enhance public safety, be responsive to client needs, and promote competitiveness in the British Columbia economy;
- B. Section 84(1) of the *Safety Standards Act* provides for the delegation to an authority of the administration of some of the provisions of that Act;
- C. British Columbia Safety Authority, incorporated under the *Safety Authority Act*, now doing business as Technical Safety BC, wishes to accept such a delegation and to provide safety services to the public with respect to regulated work and regulated products identified in the *Safety Standards Act*; and
- D. The Parties wish to enter into this Agreement for the purpose of establishing the rights and responsibilities of the parties and the terms and conditions for the delegation to Technical Safety BC of administration of provisions of the *Safety Standards Act* specified in the Administration Delegation Regulation.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, and warranties set out in this Agreement, the Parties agree as follows:

ARTICLE 1

DEFINITIONS

1.01 In this Agreement, unless the context otherwise requires, the following definitions apply:

"Act" means the *Safety Standards Act*, SBC 2003, c. 39, as amended from time to time, and includes all regulations enacted under it;

"Administration Delegation Regulation" means B.C. Regulation 136/2004, as amended from time to time;

"Agreement" means this agreement and includes the recitals and the schedules to this agreement;

"Building and Safety Standards Branch" means the Building and Safety Standards Branch of the Office of Housing and Construction Standards of the Ministry of Municipal Affairs and Housing, and its successors;

"Completion Date" means April 1, 2004;

"Former Act" or **"Former Acts"** means, as the context requires, one or more of the *Electrical Safety Act*, *Elevating Devices Safety Act*, *Gas Safety Act* and *Power Engineers and Boiler and Pressure Vessel Safety Act*, all of which were repealed under the Act;

"Minister" means the Minister of Municipal Affairs and Housing and any successor minister.

"Ministry" means the Ministry of Municipal Affairs and Housing and any successor ministry;

"New Records" means all records obtained or created by Technical Safety BC in the course of carrying out its administration of the provisions of the Act specified in the Administration Delegation Regulation but does not include Transferred Records;

"Provincial Records" means all records obtained or created by or for the Province in administering the Former Acts and the Act and includes Transferred Records;

"Records" means records as defined in the *Interpretation Act*;

"Sufficient notice" means a period of not less than 60 days;

"Term" means the period described in section 4.02 and includes any renewal period under section 4.03;

"Transferred Records" means those Provincial Records determined by the Province to be necessary for Technical Safety BC to carry out its administration of the provisions of the Act specified in the Administration Delegation Regulation and transferred by the Province to the custody of Technical Safety BC.

1.02 Words and phrases used in this Agreement and defined in the Act will be given the same meaning in this Agreement as they are given in the Act unless a contrary intention appears in this Agreement.

1.03 The schedules to this Agreement are:

Schedule "A" - Business Plan and Annual Report Requirements

Schedule "B" - Performance Objectives and Targets

Schedule "C" - Requirements for Custody and Maintenance of Provincial Records and New Records

Schedule "D" - Principles for Fee Schedule.

ARTICLE 2

PURPOSE OF THE AGREEMENT

2.01 The purpose of this Agreement is to satisfy the requirements of section 83(2) of the Act and to establish the rights and responsibilities of the parties in respect of the delegation to Technical Safety BC of the administration of provisions of the Act specified in the Administration Delegation Regulation.

ARTICLE 3

SAFETY OUTCOMES AND PERFORMANCE OBJECTIVES

- 3.01 Technical Safety BC agrees with the Province that the safety outcomes of the safety system in British Columbia are:
- (a) to achieve operational excellence in the administration of the Act;
 - (b) to promote activities which will enhance public safety and reduce the risk of hazards associated with regulated work and regulated products;
 - (c) to be responsive to the education and communication needs of people in British Columbia including the general public who use the equipment which Technical Safety BC regulates, the clients who pay for Technical Safety BC services (both technical and non-technical), and stakeholders who have a role to play in the safety system; and
 - (d) to promote and encourage harmonization of technical safety standards and establish a leadership role for British Columbia in national safety forums.
- 3.02 Technical Safety BC agrees with the performance objectives and targets of the safety system in British Columbia established by the Province and described in Schedule "B".

ARTICLE 4

TERM

- 4.01 The parties will review this Agreement within 60 days after every third anniversary of the date on which the most recent Agreement was signed, including any renewal of the Term under section 4.03.
- 4.02 The term of this Agreement commences on ^{June 5,} ~~Month and day~~, 2019 and ends on December 31, 2034, subject to renewal pursuant to section 4.03.
- 4.03 The Term will be automatically renewed for successive periods of five years each, unless either party gives written notice of termination in accordance with the provisions of Article 13 of this Agreement.

ARTICLE 5

DELEGATED ADMINISTRATION

- 5.01 In accordance with the Administration Delegation Regulation, Technical Safety BC accepts responsibility for the administration of the provisions of the Act specified in the Administration Delegation Regulation, including all duties and powers included in those provisions.

ARTICLE 6

OBLIGATIONS OF THE PARTIES

- 6.01 The Province will make reasonable efforts to provide sufficient notice to and consult or work collaboratively with Technical Safety BC in respect of any changes to the Act, the *Safety Authority Act* and any regulations under those Acts, any current and proposed legislation, government policy, or other safety-related issue, within the purview of the Building and Safety Standards Branch, that may directly impact Technical Safety BC's operations or administration of the provisions of the Act specified in the Administration Delegation Regulation, or both. Technical Safety BC will comply with the confidentiality requirements of the Province as required, to maintain the confidentiality of information provided to Technical Safety BC under this section.
- 6.02 In the event of a proposed delegation or the rescinding of a delegation by the Province to or from a local government pursuant to section 5 of the Act, the Province will make reasonable efforts to involve Technical Safety BC in any discussions and negotiations that may result in an amendment to the Administration Delegation Regulation, and to provide sufficient notice to Technical Safety BC of any changes that may impact the operations of Technical Safety BC.
- 6.03 The Province will:
- (a) enact and amend regulations under the Act as it deems appropriate;
 - (b) review the activities and operations of Technical Safety BC, including its annual report and its audited financial statements, in relation to its administration of the provisions of the Act specified in the Administration Delegation Regulation and in accordance with the safety outcomes and performance objectives established in Article 3 as it deems appropriate;

- (c) at its discretion and at the expense of Technical Safety BC, retain independent auditors to conduct an audit of the business and operations of Technical Safety BC;
- (d) as it deems appropriate, work collaboratively with Technical Safety BC to harmonize the delivery of technical safety services by all delegated authorities;
- (e) as it deems appropriate, assist in the event Technical Safety BC and another agency are unable to agree on the extent of cooperation or collaboration required under sections 6.04 (f) and (g); and
- (f) share with Technical Safety BC, as the Province deems appropriate, information that the Province learns from any audit or review of a local government's administration of the Act under the Administration Delegation Regulation.

6.04 Technical Safety BC will:

- (a) carry out its administration of the provisions of the Act specified in the Administration Delegation Regulation in accordance with this Agreement, the *Safety Authority Act*, the Act and the regulations under the Act;
- (b) carry out its administration of the provisions of the Act specified in the Administration Delegation Regulation in a manner that promotes a fair, safe and informed marketplace that supports a competitive economy;
- (c) work collaboratively with the Province on all matters in respect of its administration of the provisions of the Act specified in the Administration Delegation Regulation;
- (d) carry out its administration of the provisions of the Act specified in the Administration Delegation Regulation to a standard which meets or exceeds the care, skill, diligence, professionalism and timeliness exercised by similar regulatory authorities;
- (e) work collaboratively with the Province in respect of the matters described in sections 6.01, 6.02 and 6.03 (a) to (f);

- (f) in respect of safety matters under the Act, cooperate, consult and share information with local governments to which the administration of provisions of the Act has been delegated under section 5 of the Act;
- (g) in respect of safety matters under the Act, cooperate and consult with the Workers' Compensation Board (doing business as WorkSafeBC) and other entities that have been identified by the Province by written notice to Technical Safety BC;
- (h) provide written recommendations to the Province for safety-related legislative, regulatory and policy initiatives and amendments;
- (i) provide technical safety expertise to the Province, in such form and manner as may be required by the Province, in respect of code development or adoption;
- (j) work with local governments, other provincial governments, the government of Canada, and compliance monitoring agencies in revising or developing codes related to the administration of the provisions of the Act specified in the Administration Delegation Regulation;
- (k) maintain a system for the implementation of the performance objectives identified in section 3.02;
- (l) pursuant to section 83(2)(g) of the Act, report to the Province any matters in respect of the operation of powers administered by Technical Safety BC under the Act together with any other reports requested by the Province upon giving reasonable notice to Technical Safety BC;
- (m) in accordance with section 29 of the *Safety Authority Act*, make available to the public a 3 year business plan prior to January 1 of each year;
- (n) ensure that its business plan addresses the requirements described in Schedule "A";
- (o) provide to the Minister within 6 months of the end of each fiscal year of Technical Safety BC, an annual report that complies with section 28 of the *Safety Authority Act* and the requirements described in Schedule "A"; and
- (p) for the purposes of section 6.03(c), provide the Province and its employees access to Technical Safety BC offices and records.

- 6.05 The Province may, upon reasonable notice to Technical Safety BC,
- (a) require Technical Safety BC to provide reports to the Province in addition to those required under section 6.04(l), or
 - (b) waive the requirement for Technical Safety BC to provide a report under section 6.04(l).

ARTICLE 7

COMMUNICATIONS

- 7.01 The parties will maintain a written communications protocol for managing critical safety issues.
- 7.02 Any public announcement relating to this Agreement made by either party must be arranged in consultation with the other before the announcement is made.

ARTICLE 8

FINANCIAL TERMS

- 8.01 Technical Safety BC will ensure that it has adequate financial and other resources to carry out its obligations under this Agreement and its administration of the provisions of the Act specified in the Administration Delegation Regulation, all in accordance with its business plan.
- 8.02 Technical Safety BC will maintain a fee setting process in accordance with section 86 of the Act and the criteria established in any regulation enacted pursuant to section 88(2)(h) of the Act and follow such process and criteria in setting any fees to be paid to Technical Safety BC in respect of its administration of the provisions of the Act specified in the Administration Delegation Regulation.
- 8.03 Technical Safety BC agrees to maintain a fee schedule developed under section 8.02, in accordance with the principles established in Schedule "D" that will strive to minimize cross-industry subsidization, reduce service line subsidization, reflect risk and encourage safe behaviours. To the extent that cross-industry subsidization occurs, Technical Safety BC will report on that cross-industry subsidization as required by the Province from time to time.

ARTICLE 9

RECORDS AND ACCESS

- 9.01 Ownership of Provincial Records remains with the Province.
- 9.02 Technical Safety BC may use the Transferred Records that the Province transferred into the custody and control of Technical Safety BC, on April 1, 2004, for its legitimate purposes in its administration of the provisions of the Act specified in the Administration Delegation Regulation.
- 9.03 Technical Safety BC may use the Provincial Records that are not Transferred Records for its legitimate purposes in its administration of the provisions of the Act specified in the Administration Delegation Regulation.
- 9.04 Technical Safety BC will manage the Transferred Records in accordance with the requirements in Schedule "C".
- 9.05 The Province's right to solicitor and client privilege with respect to Provincial Records is not waived in any manner by the provision of the Transferred Records to Technical Safety BC.

ARTICLE 10

FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT REQUESTS

- 10.01 The parties agree that Technical Safety BC has custody and control, for the purposes of the *Freedom of Information and Protection of Privacy Act*, of all Transferred Records and New Records.
- 10.02 If the Province receives a request for access to a Transferred Record or a New Record under the *Freedom of Information and Protection of Privacy Act* after March 31, 2004 in respect of a matter in which it has been or is involved under the Act, the Former Acts, or this Agreement, the Province will transfer the request to Technical Safety BC in accordance with section 11 of the *Freedom of Information and Protection of Privacy Act*.
- 10.03 Pursuant to section 66 of the *Freedom of Information and Protection of Privacy Act*, the Minister of Municipal Affairs and Housing hereby delegates to Technical Safety BC the duties and powers necessary for Technical Safety BC to carry out the functions required under the *Freedom of Information and Protection of Privacy Act* with respect to the Provincial Records that are not Transferred Records.

- 10.04 Upon receipt by Technical Safety BC of a transfer of a request under section 10.02, Technical Safety BC will respond to such request in accordance with the *Freedom of Information and Protection of Privacy Act*.
- 10.05 The Parties will provide reasonable ongoing assistance to each other in respect of any request for access to a record under the *Freedom of Information and Protection of Privacy Act* referred to in section 10.02 and 10.04, including assistance in respect of any appeals or other actions taken in respect of such a request.
- 10.06 The Parties may develop further protocols as to requests for access to records made under the *Freedom of Information and Protection of Privacy Act* in respect of any matter in which the Province has been or may be involved under the Act, the Former Acts, or this Agreement.
- 10.07 The Province's right to solicitor client privilege is not waived by the delivery of the Transferred Records to Technical Safety BC or by the provision of access to Provincial Records by Technical Safety BC with respect to the processing of requests under the *Freedom of Information and Protection of Privacy Act* by Technical Safety BC.

ARTICLE 11

ADMINISTRATIVE CODE OF FAIR CONDUCT

- 11.01 Technical Safety BC will maintain a corporate administrative code of fair conduct to ensure transparency and fairness in all aspects of its interactions with stakeholders, employees and the public.

ARTICLE 12

LITIGATION

- 12.01 Civil and administrative litigation, including inquests, related to the Act or the Former Acts in which the Province is a defendant or an interested party, which was commenced prior to the date the Administration Delegation Regulation comes into force or which was commenced after that date but which relates in whole or in part to any act or omission, or to any alleged act or omission by the Province, prior to that date, will be defended or otherwise carried out by the Province unless the parties expressly agree otherwise, and the Province will be responsible for all costs of the litigation and for the payment of any damages, subject to any order of a court or tribunal of competent jurisdiction or to any agreement of the parties.
- 12.02 Technical Safety BC will cooperate with the Province for the purpose of the Province's defence or other participation in the litigation referred to in section 12.01, including, without limitation, providing, at no cost to the Province, documentation, information and witnesses in such litigation, where appropriate.
- 12.03 Civil and administrative litigation, including inquests, related to the Act in which the Province is a defendant or an interested party, as a result of any alleged act or omission of Technical Safety BC in its administration of provisions of the Act specified in the Administration Delegation Regulation and which was commenced after the date the Administration Delegation Regulation came into force, will be defended or otherwise carried out by Technical Safety BC, unless the parties expressly agree otherwise. Technical Safety BC will be responsible for all costs of the litigation and for the payment of any settlement costs agreed to and payable by it and any damages awarded against it as a result of any act, omission or fault of Technical Safety BC, subject to any order of a court or tribunal of competent jurisdiction or to any agreement of the parties. The parties agree that the Province reserves the right to defend or otherwise carry out any such litigation on its own behalf and at its own cost where it determines that it has an independent interest in the litigation.
- 12.04 Any proceedings, and any civil, criminal or administrative litigation, including inquests, not related to the administration of provisions of the Act specified in the Administration Delegation Regulation, in which the Province is a defendant or an interested party, arising from or in any way connected with any activity undertaken by, or any alleged act or omission of Technical Safety BC will be defended or otherwise carried out by Technical Safety BC. Technical Safety BC will be responsible for all costs of the proceedings or litigation and for the payment of any settlement

costs agreed to and payable by it and any damages awarded against it. The parties agree that the Province reserves the right to defend or otherwise carry out any such proceedings or litigation on its own behalf and at its own cost where it determines that it has an independent interest in the proceedings.

12.05 The Province will, where appropriate, cooperate with Technical Safety BC for the purpose of Technical Safety BC's defence or other participation in the proceedings and litigation referred to in sections 12.03 and 12.04 including, without limitation, providing documentation, information and witnesses in such proceedings or litigation at no cost to Technical Safety BC.

12.06 Technical Safety BC will keep the Province informed of any proceedings or litigation by or against Technical Safety BC or in which Technical Safety BC is an interested party that may affect the interests of the Province.

ARTICLE 13

TERMINATION OF THIS AGREEMENT

13.01 Without limiting the powers of the Province under the Act or otherwise, the termination of this Agreement and Technical Safety BC's authority to administer the Act may result from a decision of Technical Safety BC to wind-up or cease to operate as a safety authority, the insolvency or bankruptcy of Technical Safety BC, or the failure of Technical Safety BC to comply with the Act or this Agreement.

13.02 Notwithstanding section 13.01 above, in the event that Technical Safety BC fails to comply with the Act or this Agreement, before exercising its right to terminate this Agreement the Province may give Technical Safety BC notice to remedy the failure to comply or to make progress satisfactory to the Province toward remedying the failure to comply and Technical Safety BC will have such period of time as is set out in the notice to remedy the failure or make satisfactory progress toward remedying the failure to comply.

13.03 Either Party may terminate this Agreement on 12 months prior written notice of termination to the other party.

13.04 To ensure that the public interest is always protected, in the event a notice of termination is delivered by either Party, the Province and Technical Safety BC shall develop a termination plan that shall include but not be limited to the following:

- (a) a list of Technical Safety BC's assets and liabilities;
- (b) provisions for the transfer of the administration of the Act and the transfer of Technical Safety BC's assets and liabilities to the Province or to any successor administrative authority; and
- (c) provisions dealing with the status and employment of the employees of Technical Safety BC.

ARTICLE 14

INDEMNITY

14.01 Technical Safety BC will indemnify and save harmless the Province, its servants, employees, contractors and agents, from and against any and all claims, demands, losses, costs, damages, actions, suits or other proceedings suffered or incurred by or brought against the Province attributable to or arising out of anything done or omitted to be done by Technical Safety BC, its directors, appointees, officers, employees, contractors or agents under or in connection with:

- (a) Technical Safety BC's administration of the provisions of the Act specified in the Administration Delegation Regulation; and
- (b) this Agreement.

ARTICLE 15

INSURANCE

15.01 Technical Safety BC will, without limiting its obligations or liabilities under this Agreement and at its own expense, provide and maintain the following insurances with insurers licensed in British Columbia and in forms and amounts acceptable to the Province:

- (a) commercial general liability insurance with a limit of liability not less than ten million dollars (\$10,000,000) per occurrence, or such higher amount deemed necessary by Technical Safety BC to fully insure against liability of the activities and operations conducted by Technical Safety BC, any person performing work on behalf of Technical Safety BC, and those others for whom Technical Safety BC is in law responsible. This policy will name the Province as

additional insured, contain a severability of interests clause and cross-liability clause and contain an undertaking by the insurers to notify the Province in writing not less than thirty (30) days before any material change, cancellation or termination of the policy; and

- (b) any other insurance as the Province, acting reasonably, may require from time to time under section 15.11.

15.02 All policies of insurance required under this Article will be primary and not require the sharing of any loss by any insurer of the Province.

15.03 If Technical Safety BC is not providing blanket professional liability insurance for its eligible professional employees, Technical Safety BC shall ensure that each eligible professional employee carries their own professional liability insurance in an amount generally acceptable in the industry in which the employee is working.

15.04 Upon the issue of and upon every renewal of a policy of insurance required under this Article, and otherwise upon request by the Province, Technical Safety BC will deliver to the Province a "Province of British Columbia Certificate of Insurance", or if requested by the Province, a certified copy of the policy of insurance or other satisfactory evidence of adequate insurance. No review or approval of any insurance certificate or insurance policy by the Province derogates from or diminishes the Province's rights or Technical Safety BC's liability under this Agreement.

15.05 Any of the policies of insurance required under this Article may provide that the amount payable in the event of any loss will be reduced by a deductible amount designated by Technical Safety BC and approved by the Province, such approval not to be unreasonably withheld. Technical Safety BC will be a co-insurer to the extent of the amount deducted from the insurance moneys paid in the event of any loss, and the amount will, for the purposes of section 15.08, be included as part of the insurance moneys payable and paid.

15.06 If any of the policies of insurance required under this Article contain any co-insurance clauses, Technical Safety BC will maintain at all times a sufficient amount of insurance to meet the requirements of such co-insurance clause so as to prevent the Province or Technical Safety BC from becoming a co-insurer under the terms of such policy or policies and to permit full recovery from the insurer in the event of loss.

15.07 Technical Safety BC will comply promptly with the requirements of all policies of insurance required under this Article and will not do or permit anything to be done that results in the cancellation or threatened

cancellation or the reduction of coverage or threatened reduction of coverage under any such policy.

- 15.08 If Technical Safety BC fails to effect the restoration, reconstruction, or replacement of any loss or damage in respect of which insurance moneys are payable, without unreasonable delay, the Province will be entitled to effect such restoration, reconstruction, or replacement and Technical Safety BC will cause the mortgagee or any other person to whom such insurance moneys are payable to pay or cause to be paid to the Province such insurance moneys in the same manner the mortgagee or other person would have done had Technical Safety BC effected such restoration, reconstruction, or replacement.
- 15.09 Technical Safety BC will pay or cause to be paid all of the premiums under the policies of insurance required under this Article as they become due and payable, and if Technical Safety BC does not do so, the Province may, but is not obligated to, do so.
- 15.10 If Technical Safety BC at any time during the Term fails to provide and maintain any insurance required under this Article, the Province, although not obligated to do so, may obtain and maintain such insurance in such amount or amounts with such deductible amounts and for such period or periods of time as the Province deems advisable.
- 15.11 The Province may, from time to time, by notice to Technical Safety BC require Technical Safety BC to:
- (a) change the amounts of the insurances required to be provided and maintained under this Article; or
 - (b) provide and maintain another type or types of insurance in replacement of or in addition to the insurance previously required to be maintained under this Article;

and Technical Safety BC will, within 90 days of receiving such notice, cause the amounts of the insurances to be changed or new types of insurance to be obtained and to deliver to the Province a completed "Province of British Columbia Certificate of Insurance" for all insurance then required to be maintained by Technical Safety BC under this Article.

- 15.12 If the Province imposes an obligation on Technical Safety BC by way of legislative or regulatory amendments, including without limitation by way of amendments to the Administration Delegation Regulation, which gives rise to exposure to liability on the part of Technical Safety BC for which Technical Safety BC cannot reasonably obtain appropriate liability insurance, Technical Safety BC will provide immediate notice to the

Province in writing of the uninsured risk and Technical Safety BC and the Province will identify appropriate measures to resolve the issue to the satisfaction of both parties.

ARTICLE 16

DISPUTE RESOLUTION

- 16.01 If there is a dispute between the parties under this Agreement, either party may by written notice to the other refer the dispute for resolution in the first instance to the Deputy Minister of the Ministry, on behalf of the Province, and to the President and Chief Executive Officer of Technical Safety BC, on behalf of Technical Safety BC, who will each use reasonable efforts to resolve the dispute within the period of 14 days following the date it was referred to them.
- 16.02 If a dispute between the parties under this Agreement cannot be resolved in accordance with section 16.01, the dispute will be referred by the parties to a single arbitrator and be finally resolved by arbitration administered by the British Columbia International Commercial Arbitration Centre in accordance with the Domestic Commercial Arbitration Rules of Procedure of the Centre, as amended from time to time.
- 16.03 The place of arbitration will be Victoria, British Columbia.
- 16.04 The arbitration will be conducted in private and the parties will use their best efforts to keep confidential
- (a) all materials submitted,
 - (b) all evidence tendered, and
 - (c) the decision rendered by the arbitrator,
- except where required by law or where the parties otherwise agree to waive such confidentiality.

ARTICLE 17

AMENDMENTS

- 17.01 This Agreement may be amended only by further written agreement between the parties.

ARTICLE 18

PROTOCOLS

- 18.01 The parties may develop protocol documents from time to time that address specified topics intended to further the purposes of this Agreement. In the event of a conflict between the provisions of any protocol document and this Agreement, the Agreement will prevail.

ARTICLE 19

PUBLIC DOCUMENT

- 19.01 Effective from and after the Completion Date, this Agreement and any subsequent amendments to this Agreement will be public documents which may be disseminated by either party to any person and by any means.

ARTICLE 20

MISCELLANEOUS

- 20.01 Neither party will, in any manner whatsoever, commit or purport to commit the other party to the payment of any money to any person.
- 20.02 No partnership, joint venture or agency will be created or deemed to be created by this Agreement or any action of the parties under this Agreement or under the Administration Delegation Regulation.
- 20.03 Technical Safety BC will not, during the Term, perform a service or provide advice to any individual, corporation, firm, association or other legal entity where such activity will, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of Technical Safety BC to the Province under this Agreement and the obligations of Technical Safety BC to such other individual, corporation, firm, association or other legal entity that prevents Technical Safety BC from fulfilling its obligations under this Agreement.
- 20.04 Any notice, information, document, demand or payment (hereinafter referred to as "notices") provided for under this Agreement may be delivered or sent by letter or electronic mail. Any notice that is delivered will be deemed to have been received on delivery; any notice sent by electronic mail will be deemed to have been received one working day

after having been sent; and any notice mailed will be deemed to have been received eight (8) calendar days after being mailed. If to the Province:

Ministry of Municipal Affairs and Housing
Building and Safety Standards Branch
P.O. Box 9844, STN PROV GOVT
Victoria, British Columbia V8W 9T2
Telephone: 250 356-2115 387- 9108
OHCS Correspondence email: OHCSCORR@gov.bc.ca
Attention: Deputy Minister

and if to Technical Safety BC:

Technical Safety BC
Suite 600, 2889 East 12th Avenue
Vancouver, British Columbia, V5M 4T5
Telephone: 866 566 7233
Correspondence Email: policy@technicalsaftybc.ca
Attention: President and Chief Executive Officer

20.05 Either party may, from time to time, advise the other by notice in writing of any change of address or electronic mail address of the party giving such notice and from and after the giving of such notice, the address, or electronic mail address specified in the notice will, for the purposes of this Agreement, be deemed to be the address of the party giving such notice.

20.06 A reference in this Agreement:

- (a) to a statute whether or not that statute has been defined, means a statute of the Province of British Columbia unless otherwise stated and includes every amendment to it, every regulation made under it and any enactment passed in substitution therefor or in replacement thereof; and
- (b) to any other agreement between the parties means that other agreement as it may be amended from time to time by the parties.

20.07 Unless the context otherwise requires, any reference to "this Agreement" means this instrument and its schedules and any reference to any section or subsection by number is a reference to the appropriate section or subsection in this Agreement.

- 20.08 The headings or captions in this Agreement are inserted for convenience only and do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement.
- 20.09 In this Agreement, "person" includes an individual, corporation, firm, association and any other legal entity where the context or the parties so require.
- 20.10 Each schedule attached to this Agreement is an integral part of this Agreement as if set out at length in the body of this Agreement.
- 20.11 Each of the parties will, upon the reasonable request of the other, make, do, execute or cause to be made, done or executed all further and other lawful acts, deeds, things, devices, documents, instruments and assurances whatever for the better or more perfect and absolute performance of the terms and conditions of this Agreement.
- 20.12 If any provision of this Agreement or the application thereof 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 thereby and will be valid and enforceable to the extent permitted by law.
- 20.13 This Agreement enures to the benefit of and is binding upon the parties and their respective successors and permitted assigns.
- 20.14 Neither party may assign this Agreement without the prior consent of the other party.
- 20.15 All dollar amounts expressed in this Agreement refer to lawful currency of Canada.
- 20.16 No waiver by either party of a breach or default by the other party in the observance, performance or compliance of any of its obligations under this Agreement will be effective unless it is in writing and no such waiver will be deemed or construed to be a waiver of any other breach or default and failure or delay on the part of either party to complain of an act or failure of the other party or to declare such other party in default, irrespective of how long such failure or delay continues, will not constitute a waiver by such party of any of its rights against the other party.
- 20.17 Time is of the essence of this Agreement.
- 20.18 This Agreement is governed by and will be construed and interpreted in accordance with the laws of the Province of British Columbia.

- 20.19 For the purposes of sections 20.20 and 20.21, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or controls on imports, exports or foreign exchange, wars (declared or undeclared), wildfires, floods, storms, strikes (including illegal work stoppages or slowdowns), freight embargoes and power failures or other causes beyond the reasonable control of a party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 20.20 No party will be liable to another for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 20.21 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- 20.22 In this Agreement, words in the singular include the plural, and words in the plural include the singular, unless the context otherwise requires.

ARTICLE 21


TERMINATION OF PREVIOUS AGREEMENTS

21.01 Upon the execution of this Agreement by the last of the Parties to this Agreement, the Administrative Agreement of May 27, 2015 between the Parties is hereby terminated.


This Agreement has been executed by the parties as of the date first written above.

SIGNED on behalf of **Her Majesty**)
the Queen in Right of the Province)
of British Columbia by a duly)
authorized representative of the)
Ministry of Municipal Affairs and)
Housing in the presence of:)


(Witness)


Honourable Selina Robinson
Minister of Municipal Affairs and
Housing
(or Delegate)

SIGNED on behalf of **British**)
Columbia Safety Authority by its)
duly authorized representative.)


Derek Patterson
VP, Regulatory Leadership
Corporate Secretary
BC Safety Authority


George Abbott, Chair, British
Columbia Safety Authority

SCHEDULE "A"

Business Plan and Annual Report Requirements

BUSINESS PLAN REQUIREMENTS

The Business Plan of Technical Safety BC shall include descriptions of the following:

1. **Corporate Overview**
2. **Vision and Values**
3. **Planning Context and Key Strategic Issues**
4. **Goals, Objectives, Strategies and Performance Measures**
5. **Expenditure and Revenue Requirements**

ANNUAL REPORT REQUIREMENTS

The Annual Report of Technical Safety BC shall include the following:

1. **Message from the Chair**
2. **CEO's Report**
3. **Organization Overview**
4. **Report on Performance**
5. **Consolidated Financial Statements**
6. **Names of Directors and Officers**
7. **Statement of Corporate Governance Practices**

SCHEDULE "B"

Performance Objectives and Targets

Safety Outcome (article 3.01 of the Agreement)	Performance Objectives	Targets
(a) to achieve operational excellence in the administration of the Act	Technical Safety BC is a non-profit organization; however they must maintain an operating reserve to protect the organisation from an economic downturn. Technical Safety BC should ensure they have sufficient liquid assets to cover short-term demands for cash.	To maintain an adjusted working capital ≥ 1 (current assets are equal to or exceed current liabilities excluding deferred revenue liability)
(b) to promote activities which will enhance public safety and reduce the risk of the hazards associated with regulated work and regulated products	<p>Risk management:</p> <ul style="list-style-type: none"> Technical Safety BC will arrange for an independent review of its risk control processes for each technology in relation to Technical Safety BC's performance during each three-year period under this Agreement. The cost of the review will be borne by Technical Safety BC. Confirmation Document: Review report. <p>Information Analysis:</p> <ul style="list-style-type: none"> Analysis of incident and injury trends in all sectors regulated by Technical Safety BC. Provide explanations for trends, particularly significant deviations, and explain the measures implemented by Technical Safety BC to manage the trends. Work towards comparing trends in BC to other jurisdictions where possible. Confirmation Document: State of Safety Report <p>Incident investigation:</p> <ul style="list-style-type: none"> Responding to information gathered from investigations, including understanding causes and taking necessary action to resolve systemic problems (e.g., directives, public safety alerts, safety initiatives, etc.). Confirmation Document: State of Safety Report. 	<p>Risk management:</p> <ul style="list-style-type: none"> The review report demonstrates that Technical Safety BC has an effective process in place in each technology for the identification of major risks and the development of appropriate risk control plans with respect to those risks. <p>Information analysis:</p> <ul style="list-style-type: none"> Information is gathered, sorted into trends and published. Findings are used to direct Technical Safety BC resources in their accident prevention activities. <p>Investigation response:</p> <ul style="list-style-type: none"> Demonstrate that Technical Safety BC is taking action to resolve issues that are discovered during investigations.
(c) to be responsive to the education and communication needs of people in British Columbia including the general public who use the equipment which Technical Safety BC regulates, the clients who pay for Technical Safety BC services (both	<p>Responsiveness to customer needs:</p> <ul style="list-style-type: none"> To engage in education and communication initiatives that focus on risks, as defined by Technical Safety BC, within the technologies regulated by Technical Safety BC. Confirmation Document: Annual Report, State of Safety Report or a separate report. 	<p>Responsiveness to customer needs:</p> <ul style="list-style-type: none"> Demonstrate that Technical Safety BC is engaged in educational and communication activities based on risk.

technical and non-technical) and stakeholders who have a role to play in the safety system		
(d) to promote and encourage harmonization of technical safety standards and establish a leadership role for British Columbia in national safety forums	Technical Safety BC should take a leadership role in inter-provincial and national safety committees <ul style="list-style-type: none">o Confirmation Document: State of Safety Report or a separate report	<ul style="list-style-type: none">o Demonstrated participation and leadership on national committees and inter-provincial working groups.

SCHEDULE "C"

Requirements for Custody and Maintenance of Provincial Records and New Records

- 1.01 Despite Article 9 of this Agreement, the *Information Management Act*, and the *Freedom of Information and Protection of Privacy Act* will continue to apply to Provincial Records.
- 1.02 Technical Safety BC will maintain New Records separately from the Transferred Records.
- 1.03 If any Provincial Record contains personal information (as that term is defined in the *Freedom of Information and Protection of Privacy Act*) Technical Safety BC will use such information only:
 - (a) for the purpose for which it was obtained or compiled by or for the Province or for a use consistent with that purpose; and
 - (b) in accordance with Part 3 of the *Freedom of Information and Protection of Privacy Act*.
- 1.04 Technical Safety BC will:
 - (a) not sell, destroy or otherwise dispose of Transferred Records without the prior written approval of the Province;
 - (b) return Transferred Records and transfer all New Records to the Province immediately upon receipt of the written instructions of the Province or upon termination of this Agreement;
 - (c) maintain the safe keeping and integrity of Transferred Records and New Records;
 - (d) permit the Province to have access to Transferred Records and New Records at all reasonable times;
 - (e) manage the Transferred Records in accordance with the recorded information management policies and procedures of the Province, as amended from time to time;

- (f) manage the New Records in accordance with its recorded information management policies and procedures;
 - (g) maintain a list of its personnel who are authorized to access Provincial Records that are not Transferred Records and provide the Province with a current copy of the list and all amendments to it from time to time;
 - (h) keep the Province informed, in a timely manner, of any proposed changes to its recorded information management policies and procedures; and
 - (i) upon request by the Province, permit the Province to review its recorded information management policies and procedures.
- 1.05 The Province will provide Technical Safety BC with reasonable access to the Provincial Records that are not Transferred Records as required by Technical Safety BC to fulfill its obligations under this Agreement and its administration of the provisions of the Act specified in the Administration Delegation Regulation.
- 1.06 Where possible, the Province will provide Technical Safety BC with sufficient notice of any changes to policies or procedures referred to in schedule C, section 1.04 (e).
- 1.07 The Province will invoice Technical Safety BC on an annual basis for the storage costs of all Provincial Records stored by the Province and Technical Safety BC will reimburse the Province for the storage costs within 30 days of receipt of such invoice.

SCHEDULE "D"

Principles for Fee Schedule

1.01 The fee schedule will, over time, strive to achieve a balance between the following principles:

- (a) **Fairness:**
 - each industry sector should bear its own direct program costs;
 - indirect costs that cannot be directly attributed to an industry sector will be allocated in an equitable manner across all sectors. Indirect costs include the costs of finance, administration, legal services, human resources, codes and standards development, and information technology shared by each sector.
- (b) **Motivation** – the fee schedule will be structured to encourage and recognize compliance with the Act.
- (c) **Transparency** – the Authority will make best efforts to ensure that customers in each sector are informed of the basis on which the price of a service is based.
- (d) **Simplicity** – categories of fees will be kept to a minimum and standardized wherever possible.

1.02 Technical Safety BC agrees to consider in its fee schedule the unique circumstances of non-profit operations that may provide economic benefits within their industry sectors, or economic and cultural benefits to the communities in which they are located.

