

THIS AGREEMENT is made the 1st day of April, 2024 (the "**Effective Date**").

BETWEEN:

BRITISH COLUMBIA FEDERATION OF LABOUR

having a place of business at
110 - 4259 Canada Way
Burnaby, BC V5G 1H1
("**BCFL**")

AND

WORKERS' COMPENSATION BOARD

doing business as WorkSafeBC
having its mailing address at
PO Box 5350 Station Terminal, Vancouver BC V6B 5L5
("**WorkSafeBC**")

WHEREAS:

- A. WorkSafeBC is created by and charged with the administration of the *Workers Compensation Act*, R.S.B.C. 2019, chapter 1 and amendments thereto (the "**Act**"), and pursuant to Section 17 of the Act, has the duties and powers to encourage or participate in conducting programs for promoting occupational health and safety;
- B. By Resolution 2010/07/20-03 of July 20, 2010, the Board of Directors of WorkSafeBC provided for and gave direction in regard to requests for funding from external groups which fall outside the grants and award programs and/or the normal operating budget of WorkSafeBC;
- C. BCFL is chartered by the Canadian Labour Congress and is composed of local unions and labour councils within British Columbia that are affiliated to or chartered by the Canadian Labour Congress. The purposes of the BCFL include, *inter alia*, to advance the economic and social welfare of workers in British Columbia;
- D. BCFL operates the Occupational Health and Safety Centre (the "**Centre**"), which provides occupational health and safety education and programs for workers in British Columbia in order to promote the prevention of workplace injuries and diseases;
- E. BCFL is committed to exhibit the characteristics of good corporate governance including corporate oversight, risk identification and mitigation, transparency, independence, accountability, responsibility, fairness, and fiscal and social responsibility; and
- F. BCFL made a proposal and presentation to the WorkSafeBC Joint Prevention and Finance Executive Committee on February 14, 2024 to request funding for the continued operation of the Centre, and WorkSafeBC Prevention Programs and Services presented the proposal on behalf of the BCFL to the President on February 20, 2024. On the basis of such proposal and presentation, the President has approved funding pursuant to a President's Approval dated February 20, 2024 for the continued operation of the Centre of up to \$6,781,264.00 for the period of April 1, 2024 to March 31, 2026, on the terms and conditions set out in this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties, the parties agree as follows:

DEFINITIONS

1. In this Agreement, the following terms will have the following meanings:
 - (a) **"Budget"** means the financial document attached as Schedule B used to project BCFL's future income and expenses for 2024-2026 associated with the activities outlined in the Work Plan.
 - (b) **"Key Performance Indicators" or "KPIs"** means the parameters identified in the Work Plan against which the Centre will be reviewed by WorkSafeBC to ensure that BCFL is achieving the desired result of promoting occupational health and safety and the reduction of occupational injury, disease and death.
 - (c) **"Work Plan"** means BCFL's plan for the Centre for 2024-2026 attached as Schedule A which identifies BCFL's objectives, how it plans to achieve its objectives, and includes detailed information on resources, finances, and KPIs.

SERVICES

2. BCFL shall operate the Centre and deliver the programs and services for the Centre as described in the Work Plan in accordance with the terms and conditions of the Agreement (the **"Services"**) and in a competent, diligent and efficient manner to the full satisfaction of WorkSafeBC.
3. BCFL must ensure that all persons performing the Services on behalf of BCFL are qualified and competent to perform them and are properly trained, instructed and supervised.
4. BCFL shall:
 - (a) comply with all applicable laws, codes, by-laws and regulations in force in British Columbia, applicable professional standards and industry codes, and all applicable published WorkSafeBC policies in effect during the Term, and obtain all necessary licenses, permits, approvals and permissions to perform the Services;
 - (b) if an employer, be registered and in good standing with WorkSafeBC (or the entity with jurisdiction over BCFL equivalent to WorkSafeBC) throughout the Term;
 - (c) ensure the safety of persons providing the Services and comply at all times with the Act and Occupational Health and Safety Regulations made under it, and maintain a health and safety plan acceptable to WorkSafeBC and produce a copy of the plan to WorkSafeBC upon request; and
 - (d) provide the Services free from any conflict of interest, including but not limited to a conflict of interest arising from personal relationships or business relationships. The BCFL shall immediately notify WorkSafeBC in writing of any real or perceived conflict of interest. Without limiting the foregoing, BCFL shall exercise due financial diligence and use best efforts to not undertake any non-arm's length transactions with the Funding. In situations where it is not possible to avoid transactions that may appear to be at non arms-length in awarding any contracts, BCFL shall ensure that the selection is based on a valid and objectively justifiable rationale taking into account, amongst other factors,

other available service providers, appropriateness, qualifications, ability to perform or provide the services or goods, and costs.

5. BCFL shall not:
 - (a) advertise or promote its relationship with WorkSafeBC or the existence of this Agreement or make any representation that WorkSafeBC endorses or approves of BCFL, the Centre or any of its programs or services; or
 - (b) use WorkSafeBC's name, official marks, trademarks or any contents of this Agreement for any purpose, whether verbally or in written form,

except where WorkSafeBC provides BCFL prior written approval and then only in strict compliance with that approval. If WorkSafeBC, in its sole discretion, determines that there is any use in non-compliance with this section, WorkSafeBC may, as it determines in its sole discretion, direct BCFL to cease the non-compliance or may terminate this Agreement immediately under section 8 or both.

TERM AND TERMINATION

6. This Agreement shall commence on the Effective Date and expire on March 31, 2026 (the "**Term**"), unless otherwise earlier terminated.
7. Either party may terminate this Agreement at any time as it determines in its sole discretion and for any reason by providing 180 days' written notice to the other party.
8. WorkSafeBC may terminate this Agreement in whole or in part immediately upon written notice to BCFL if BCFL:
 - (a) fails to deliver the Services in accordance with the terms of this Agreement to the satisfaction of WorkSafeBC, which failure is not cured by BCFL at its own expense to WorkSafeBC's satisfaction within 30 days from receipt of notice from WorkSafeBC or such other greater period of time stipulated by WorkSafeBC;
 - (b) breaches any of its obligations under this Agreement with respect to privacy, confidentiality, conflicts of interest, or with respect to its occupational health and safety obligations under section 4(c);
 - (c) submits misleading information to WorkSafeBC, including but not limited to invoices or Program Status Reports that have material inaccuracies, including Services not performed or allocation of Funding;
 - (d) fails to rectify defaults where notice has been provided under this Agreement within the time set out in the notice; or
 - (e) becomes insolvent or bankrupt, has a receiver appointed, or is unable to continue to provide the Services for any reason.
9. In the event of a termination of this Agreement (which for the purposes of this section shall include the expiration of this Agreement at the end of the Term):
 - (a) if required by WorkSafeBC in its sole discretion, BCFL and WorkSafeBC shall execute a transition agreement to provide for the orderly wind-up and transition of the Services from BCFL to a replacement service provider selected by WorkSafeBC in its sole discretion; and
 - (b) BCFL shall prepare and provide to WorkSafeBC within 90 days of the effective date of the termination audited financial statements for the operation of the Centre and the provision of the Services in accordance with the Work Plan and Budget. WorkSafeBC shall review such financial statements and:

- (i) if WorkSafeBC determines that the total Centre costs incurred up to the effective date of termination exceed the amounts paid to BCFL under this Agreement, WorkSafeBC will pay the difference to BCFL up to the Funding amount; or
- (ii) if WorkSafeBC determines that the total Centre costs incurred up to the effective date of termination are less than the amounts paid to BCFL under this Agreement, WorkSafeBC shall notify BCFL in writing and BCFL shall re-pay the excess unspent amount to WorkSafeBC within 5 business days of receipt of the notice from WorkSafeBC.

FUNDING

10. WorkSafeBC will provide funding to BCFL in an amount not exceeding \$ 6,781,264.00 (the "**Funding**") in accordance with the terms and conditions set out in this Agreement.
11. Subject to receiving an invoice for each Funding Period that complies with this Agreement, WorkSafeBC shall pay BCFL the Funding in instalments as follows:
 - (a) for the period from April 1, 2024 to September 30, 2024, payment on April 2, 2024 of \$1,668,630.50;
 - (b) for the period from October 1, 2024 to March 31, 2025, payment on October 1, 2024 of \$ 1,668,630.50;
 - (c) for the period from April 1, 2025 to September 30, 2025, payment on April 1, 2025 of \$1,722,001.50;
 - (d) for the period from October 1, 2025 to March 31, 2026, payment on October 1, 2025 of \$1,722,001.50;
 (each a "**Funding Period**").
12. BCFL shall submit invoices by email to the attention of Dave McBride at David.McBride2@worksafebc.com at such other address that WorkSafeBC may advise at least 30 days prior to the Funding Period to which the invoice relates. Each invoice must set out any Goods and Services Tax (GST) and/or BC Provincial Sales Tax (PST) separately on each line item, along with the applicable GST and PST registration numbers.
13. If in any contract year during the Term, BCFL's costs to operate the Centre are less than the total amount paid to BCFL by WorkSafeBC for the same contract year under this Agreement, the difference shall be considered surplus funds (the "**Surplus Funds**"). BCFL agrees that: (i) Surplus Funds shall be deducted from the amount of approved funding to be provided by WorkSafeBC for the next following contract year, whether under this Agreement or any other like funding agreement for a period commencing upon the expiration of the Term, or, (ii) if directed by WorkSafeBC as determined in its sole discretion, BCFL shall repay the Surplus Funds to WorkSafeBC.
14. BCFL shall only use the Funding as set out in the Work Plan and Budget for the Services, which may include the lobbying or advocacy of health and safety issues that are related to the occupational health and safety education programs delivered by the Centre. BCFL shall not use the Funding for BCFL's general lobbying and advocacy purposes including those related to labour relations.
15. If WorkSafeBC becomes obligated or liable to pay any money to BCFL under this Agreement or otherwise, that sum, at the election of WorkSafeBC, and without limiting or waiving any right or remedy against BCFL, may be set-off against and applied to any amounts that are due and owing by BCFL to WorkSafeBC pursuant to the Act or

any amount by which BCFL has been overpaid under this Agreement until the amounts have been completely set-off. Under no circumstances will WorkSafeBC be liable to pay any interest with respect to an invoice.

REPORTING AND RECORDS

16. BCFL shall comply with the following reporting and record requirements:

- (a) BCFL shall produce and maintain segregated accounting and administrative records for the operation of the Centre, including how the Funding is spent in the delivery of the Services.
- (b) During the Term, BCFL shall provide to WorkSafeBC on an annual basis, within 90 days after BCFL's fiscal year end, audited financial statements for the operation of the Centre and the provision of the Services. BCFL shall ensure such financial statements are prepared in accordance with generally accepted accounting principles and include income and expenses statements and any retained earnings or accumulated surplus relating to the operation of the Centre and the Funding.
- (c) BCFL shall prepare and provide to WorkSafeBC, for each Funding Period, within 30 days after the end of the Funding Period, a status report setting out:
 - i. an explanation of the Centre's activities during the Funding Period;
 - ii. successes in achieving intended outcomes (including any variations in results or the Budget) laid out in the Work Plan, identifying any internal or external factors that may impact the next Funding Period's deliverables, a breakdown of program enrolment and participation which identify the program stream, number of participants per class and geographic location;
 - iii. recommendations and proposed action plan for development of programs or services at the Centre for the next following Funding Period(s) during the Term; and
 - iv. an analysis of the KPIs, including which KPIs were and were not met for the Funding Period and an explanation of remedial actions that BCFL will take for the upcoming Funding Period(s) to correct unmet KPIs,
 (each a "**Program Status Report**").
- (d) BCFL shall prepare and provide to WorkSafeBC on an annual basis, within 90 days after the end of each contract year (which, for greater certainty, aligns with BCFL's fiscal year), a status report setting out:
 - i. an explanation of the Centre's activities during the contract year;
 - ii. successes in achieving intended outcomes (including any variations in results or the Budget) laid out in the Work Plan, identifying any internal or external factors that may impact the next fiscal year's deliverables, a breakdown of program enrolment and participation which identify the program stream, number of participants per class and geographic location;
 - iii. recommendations and proposed action plan for development of programs or services at the Centre for the next contract year; and
 - iv. an analysis of the KPIs, including which KPIs were and were not met for the contract year and an explanation of remedial actions that BCFL will take for the upcoming contract year to correct unmet KPIs,

(each an "**Annual Report**").

- (e) BCFL shall provide WorkSafeBC with, and also make available on its online information portal or internet web site, the following information about the operation of the Centre, no later than 30 days after the signing of this Agreement unless another due date is specified below:
 - (i) the Work Plan, approved and signed by a BCFL executive team member;
 - (ii) the Budget, approved and signed by a BCFL executive team member;
 - (iii) the Annual Reports, no later than 90 days after the end of BCFL's fiscal year;
 - (iv) a list of BCFL's Officers; and
 - (v) the annual audited financial statements referred to in subsection (b), no later than 90 days after the end of BCFL's fiscal year.
 - (f) BCFL shall maintain all records and books, together with all relevant documents and materials:
 - (i) relating to the administration of this Agreement, the operation of the Centre and the provision of Services for the duration of this Agreement and for a period of three years from the date Services were last provided to WorkSafeBC; or
 - (ii) relating to fees invoiced or other financial records relating to this Agreement for a period of seven years from the date Services were last provided to WorkSafeBC.
 - (g) When requested by WorkSafeBC, and upon 15 days' notice, the BCFL shall make available to WorkSafeBC or its authorized representative the books and records referred to in subsection (f) for inspection, audit or reproduction by WorkSafeBC or its authorized representatives during normal business hours at BCFL's offices or place of business.
17. If there is a proposed change to the Budget or Work Plan, BCFL shall provide at least 60 days' written notice and request for approval of the proposed changes to the WorkSafeBC Director, Prevention Programs and Services. WorkSafeBC shall advise BCFL as soon as it is practicable whether it consents to such changes. BCFL shall not provide Services based on any requested changes until WorkSafeBC has provided its approval.
 18. BCFL represents and warrants that as of the Effective Date, its fiscal year is April 1 – March 31. BCFL shall provide WorkSafeBC with not less than 90 days' prior written notice of any change to BCFL's fiscal year.

ADDITIONAL SOURCES OF FUNDING

19. BCFL shall use:
 - (a) any additional funding obtained for the operation of the Centre from sources other than WorkSafeBC that is not included in the Work Plan and Budget; and
 - (b) any and all revenues received from materials, training or work product relating to the operation of the Centre,
 received during the Term to operate the Centre and will report such additional funding and revenues under the financial statements relating to the operation of the Centre.

INTELLECTUAL PROPERTY

20. **"Work Product"** is defined as all discoveries, inventions, designs, drawings, processes, procedures, reports, plans, models, data, systems, programs, specifications, work-in-progress and documentation in any form whatsoever created or reduced to practice or fixed in a tangible medium of expression by or on behalf of BCFL, whether alone or with others, as part of or ancillary to the performance of the Services, but excludes BCFL Work Product. **"BCFL Work Product"** means all right, title and interest subsisting in any discoveries, inventions, designs, drawings, processes, procedures, reports, plans, models, data, systems, programs, specifications, work-in-progress and documentation created or owned by BCFL for BCFL's own uses prior to the Effective Date.
21. WorkSafeBC shall own all right, title and interest in the Work Product, and BCFL does hereby assign and transfer the Work Product, including the intellectual property rights therein, vested and contingent, to WorkSafeBC. BCFL hereby waives any moral rights in and to the Work Product and shall ensure that its employees, subcontractors and agents also waive any moral rights they may have in the Work Product. BCFL hereby warrants and represents that the Work Product does not infringe any third party intellectual property rights. BCFL agrees to execute any documents or do any acts WorkSafeBC reasonably requires to perfect WorkSafeBC's ownership, and will obtain all assignments in favour of WorkSafeBC of rights, title and interest from any employees and subcontractors to give effect to this section. BCFL shall provide to WorkSafeBC, at any time on request by WorkSafeBC, and/or when this Agreement ends or terminates the originals and all copies of the Work Product. Notwithstanding the foregoing, if WorkSafeBC and BCFL enter into a substantially similar funding agreement as this Agreement for the operation Centre for a period commencing upon the expiration of the Term, BCFL shall not, unless otherwise directed by WorkSafeBC, be required to return the Work Product to WorkSafeBC upon the expiration hereof.
22. WorkSafeBC hereby grants to BCFL a non-exclusive, non-transferable, revocable, royalty free, world-wide license to use, reproduce, publish and distribute in whole or in part the Work Product solely in connection with and to the extent necessary for purposes consistent with this Agreement.
23. BCFL grants to WorkSafeBC a non-exclusive, non-transferable, irrevocable, royalty free, world-wide license to use, reproduce, publish and distribute BCFL's Work Product solely in connection with and to the extent necessary for WorkSafeBC's receipt and use of the Services. WorkSafeBC may sublicense to its agents and subcontractors the right to have access to and use BCFL's Work Product solely for WorkSafeBC's receipt of the benefit of the Services.

ACCESS TO INFORMATION, PRIVACY AND CONFIDENTIALITY

24. BCFL agrees that it is a "service provider" to WorkSafeBC within the meaning of the British Columbia *Freedom of Information and Protection of Privacy Act* ("FIPPA") and agrees to comply with FIPPA in the performance of the Services. Without limiting the generality of the foregoing, BCFL acknowledges and agrees that this Agreement and any records provided to WorkSafeBC may be disclosable under FIPPA. In the event that a tribunal or court of competent jurisdiction rules that BCFL is not a "service provider" to WorkSafeBC, BCFL agrees to be bound by and apply FIPPA to the information and documentation provided to it by WorkSafeBC as though BCFL is a "service provider".
25. BCFL agrees to comply with the provisions of FIPPA, this Agreement and the Privacy Protection Schedule attached as Schedule C with respect to BCFL's collection, storage, access, use, disclosure and disposal of personal information as defined in Schedule C

in the performance of the Services. Without limiting the generality of the foregoing, BCFL shall:

- (a) provide regular training, not less than once annually, for personnel on proper handling of personal information under FIPPA;
 - (b) ensure that no personal information is stored, accessed, used or disclosed outside of Canada, including ensuring that email servers and data storage servers, including back-up and disaster recovery servers, are located within Canada;
 - (c) ensure all physical files containing personal information are secured with physical safeguards in a restricted area that is not accessible to the general public and ensure access is restricted to personnel who have a need to access the information;
 - (d) ensure all computers and other electronic devices used to access personal information are password-protected for specific users with the appropriate level of security, and that access to single files with personal information is available only to personnel with a needs to access the personal information, and ensure that computers and other electronic devices are adequately protecting from hacking and viruses;
 - (e) have policies and an operational privacy plan that addresses the collection, accuracy, correction, protection, storage, retention, disclosure, security and disposal of personal information, including a privacy breach protocol;
 - (f) immediately notify WorkSafeBC's FIPP Department at 604-279-8171 or fipp@worksafebc.com in the event of any breach of its privacy obligations, providing detailed information of the circumstances, the names and claim numbers of the individuals whose personal information has been compromised, and the date of the incident; and
 - (g) securely destroy personal information when no longer required to be retained as set out in this Agreement.
26. For the purposes of this Agreement, "Confidential Information" means all data and information, whether oral, written, graphic, machine readable or any tangible form whatsoever, relating to the business and management of either party, including proprietary and trade secrets, know-how, technology and accounting records and any other information that is marked "confidential" or that by its nature is confidential or proprietary. Confidential Information does not include any information that the non-owning party proves:
- (a) was or becomes generally or publicly available through no fault of the non-owning party;
 - (b) is already in the rightful possession of the non-owning party prior to its receipt from the other party;
 - (c) is independently developed by the non-owning party without reference to the other party's Confidential Information; or
 - (d) was provided in good faith to the non-owning party by a third party without breaching any obligations.
27. Each party shall protect the other party's Confidential Information with the same level of care that it would protect its own Confidential Information, but in any case not less than a reasonable standard of care. Without in any way limiting the generality of the foregoing, sections 8 and 12 of Schedule C apply to Confidential Information in addition

to applying to personal information, and WorkSafeBC shall have the same rights with respect to its Confidential Information as it has in section 15 of Schedule C with respect to personal information.

28. Neither party shall copy or disclose to any third party whatsoever the other party's Confidential Information without prior written consent, which consent may be arbitrarily withheld, unless such use or disclosure is: (a) necessary to enable the party to perform its obligations under this Agreement; (b) required by law, including but not limited to FIPPA; (c) to the party's auditors or legal advisors, provided that the information is disclosed under a professional duty of confidentiality and that in all such cases the disclosing party advises the other party prior to disclosing the Confidential Information. Each party agrees to immediately notify the other both verbally and in writing in the event of any unauthorized access to or disclosure of Confidential Information or if the party receives a legal order, warrant or demand for disclosure that includes Confidential Information in its scope.
29. Subject to section 25(g) with respect to personal information, when this Agreement ends or is terminated, BCFL shall return all WorkSafeBC Confidential Information to WorkSafeBC, or if requested, destroy it in the manner specified by WorkSafeBC.
30. Nothing in this Agreement relieves BCFL of any obligations it may have under section 95 of the Act.
31. In the event that BCFL violates any provision of section 24 - 30 or Schedule D, WorkSafeBC shall retain any and all legal rights and remedies, including the right to seek injunctive relief, in addition to its rights of termination under section 8.

INDEMNITY AND INSURANCE

32. Despite any WorkSafeBC insurance coverage, BCFL shall indemnify and save harmless WorkSafeBC, its directors, officers, employees, agents and sub-contractors from and against all claims, demands, losses, damages, costs, penalties, fines, complaints (including without limitation complaints under human rights legislation and FIPPA), liabilities, and/or expenses, including actual legal fees and disbursements, arising from or caused by any breach of contract, errors, omissions, wilful misconduct, breach of laws, or negligence of BCFL, its directors, officers, employees and subcontractors, except to the extent that such claims, demands, losses, damages, costs, penalties, fines, complaints, liabilities, and/or expenses is the result of errors, omissions, wilful misconduct, breach of laws, or negligence of WorkSafeBC, its directors, officers, or employees.
33. During the Term, BCFL shall maintain at its own expense commercial general liability insurance covering bodily injury, personal injury and property damage to third parties in an amount of not less than \$5,000,000 per occurrence. Such insurance shall include blanket coverage for contractual liability. WorkSafeBC shall be named as an additional insured for all purposes under the commercial general liability insurance which shall include a cross-liability clause. The BCFL shall provide, at the request of WorkSafeBC, documentation satisfactory to WorkSafeBC evidencing the insurance coverage required hereunder. BCFL will require its insurer to give WorkSafeBC 30 days' prior notice of changes to or cancellation of coverage. All insurance required to be obtained must be primary. Nothing herein relieves BCFL from its obligation to obtain all insurance that it is required to have at law or which may be necessary or advisable for BCFL to obtain.

NOTICES

34. Any notice required to be given under this Agreement shall be validly given if given by personal delivery, email or regular mail posted by first class mail in Canada addressed and sent to the applicable party as set out below:

(a) to WorkSafeBC:

Head of Prevention Services
WorkSafeBC
6951 Westminster Highway, Richmond BC V7C 1C6
Email address: todd.mcdonald@worksafebc.com

(b) if to BCFL:

Executive Director
British Columbia Federation of Labour
110 - 4259 Canada Way, Burnaby BC V5G 1H1
Email address: iweera@bcfed.ca

In the event of a postal strike, notice must be given by personal delivery or email. A notice will be deemed to be received when delivered if given by personal delivery and five days after posting if mailed. Any notice may be validly given by email sent to the email address noted above, or such other address as a party provides notice of, provided that there is an acknowledgement of receipt given to the sender within 24 hours of the email notice being sent that is not system generated or automated in any manner. In the event that a valid acknowledgement is not received within 24 hours, delivery of the notice must be made using another method permitted under this section.

Either party may give written notice to the other party of any change of address, and after giving such notice, the address shall, for the purposes of the preceding paragraph, be the address of the party giving such notice.

GENERAL

35. This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, and each of the parties hereby attorns to the non-exclusive jurisdiction of the Courts of the Province of British Columbia.
36. BCFL shall not, without prior written approval of WorkSafeBC, assign or subcontract, either directly or indirectly, this Agreement or any right of the BCFL under this Agreement. BCFL remains liable for the performance of all Services, including the Services performed by subcontractors and for each subcontractor's compliance with this Agreement. A refusal to consent to an assignment to a non-Canadian entity or an entity that does not or cannot comply with FIPPA with respect to the storage, access, use and disclosure of personal information shall not be considered unreasonable.
37. BCFL agrees and acknowledges that it is an independent contractor and not an employee, agent or partner of WorkSafeBC. BCFL shall not, in any manner whatsoever, commit or purport to commit WorkSafeBC to any payment or obligation whatsoever.
38. Neither party will be liable to the other party nor be deemed to have defaulted under or breached this Agreement for any failure or delay in fulfilling or performing any term of this Agreement where such failure or delay extends beyond 30 days and is as a result of or caused by a **"Force Majeure Event"**. A Force Majeure Event is any cause beyond a party's reasonable control, whether or not foreseeable, including but not limited to fires, explosions, earthquakes, floods, pandemic or local epidemic, strikes,

work stoppages or slowdowns or other industrial disputes or disturbances, riots, invasion, war or civil disturbances, acts of military authorities, orders or acts of government or a regulatory body whether federal, provincial or local, inability to obtain any license or consent necessary for use of any telecommunications facilities, or delays caused by carriers or material shortages where no other carrier or material provider is reasonably available. A party must promptly provide written notice to the other party if the party anticipates any failure or delay in fulfilling or performing any term of this Agreement as a result of a Force Majeure Event, and in that written notice, identify the anticipated or actual Force Majeure Event and the period of time the party expects the Force Majeure Event to continue. The party must provide the other party with updates to the information in the written notice as new information becomes available. During a Force Majeure Event, the impacted party must use reasonable efforts to limit the effects of the Force Majeure Event and to resume the performance of the party's obligations under this Agreement as soon as reasonably practicable. Nothing in this paragraph prejudices or limits any termination or suspension right of a party under this Agreement.

39. This Agreement and its schedules constitute the entire agreement between the parties regarding the Services and supersedes all proposals or prior understandings, communications, representations and agreements, whether oral or written. This Agreement shall not be varied except in writing and signed by both parties.
40. In addition to any other provision expressly stated to survive the termination or expiration of this Agreement or which would survive by implications, sections 5, 9, 13, 15, 16(b), (c), (e) and (f), 21, 23, 24 - 30, 32 and Schedule C survive the termination or expiration of this Agreement.
41. WorkSafeBC's failure to enforce a provision is not a waiver of that provision nor does it affect WorkSafeBC's right to enforce the provision or to consider the non-compliance as a breach. WorkSafeBC's waiver must be express and in writing before it is effective. In the event that a provision is deemed invalid or unenforceable, that provision shall be severed from the Agreement and the remainder of the Agreement shall have force and effect.
42. Any reference made in this Agreement to legislation, including any statute or regulation, shall mean and include any successor or amended legislation, and references to section numbers of legislation are automatically updated to any replacement section number in the successor or amended legislation.
43. BCFL acknowledges that it has read and understands this Agreement, that it has had the opportunity to obtain independent legal advice on this Agreement, and that it is entering into this Agreement with full knowledge of the contents hereof, of its own free will and with full capacity and authority to do so.
44. This Agreement may be entered into by each party signing a separate copy of this Agreement (including a faxed or an electronic PDF copy), each of which shall be deemed to be an original and together constitute one and the same agreement. Delivering the signed Agreement to the other party by fax or email shall be effective delivery.

[signatures on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

WORKERS' COMPENSATION BOARD,
by its authorized signatories:

Name: Todd McDonald
Title: Head of Prevention Services

Name: Tara Mudray
Title: Director, Procurement Services

BRITISH COLUMBIA FEDERATION OF LABOUR,
by its authorized signatory:

Name: Sussanne Skidmore
Title: President, British Columbia Federation of Labour

SCHEDULE A

Attach BCFL's Center 2024-2026 Work Plan approved and signed by the BCFL's President, dated February 23, 2024.

WORKPLAN TEMPLATE

Project Title:	Increasing Joint Committee Skills & OHS
Project Goal/ Expectation:	Provide real-time facilitated worker and employer training on join committee training and OHS training.

OUTCOME #1 WORKPLAN

Activity	Inputs	Budget	Time Frame	Responsible	Anticipated Outputs	Progress Reporting
YEAR 1 Delivery of OHS Programming Stream courses	Funding, Staff, Travel, Consultants, Technology,	Please see OHS program stream budget	April 1, 2024 - Mar. 31, 2025	Executive Director & Dir of OHS	5000 participants 250 days (8hr equivalent) of training	6 months
YEAR 1 Delivery of OHS Joint Committee Skills Consultation	Funding, Staff, Travel, Consultants, Technology	Please see OHS program stream budget	April 1, 2024 - Mar. 31, 2025	Executive Director & Dir of OHS	20 days (8hr equivalent) of consultation	6 months
YEAR 2 Delivery of OHS Programming Stream courses	Funding, Staff, Travel, Consultants, Technology	Please see OHS program stream budget	April 1, 2025 - Mar. 31, 2026	Executive Director & Dir of OHS	6000 participants 300 days (8hr equivalent) of training	6 months
YEAR 2 Delivery of OHS Joint Committee Skills Consultation	Funding, Staff, Travel, Consultants, Technology	Please see OHS program stream budget	April 1, 2025 - Mar. 31, 2026	Executive Director & Dir of OHS	24 days (8hr equivalent) of consultation	6 months

OUTCOME #1 WORKPLAN Measurement (Evaluation)

Outcome Indicators	Data Collection	Time Lines	Evaluation Results
Increased OHSR 3.27 compliance (mandatory min. training and education for joint health and safety committee members, worker health and safety representatives)	Course Delivery Statistics	April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026	Statistical analysis by sector, repeat clients over time
Improved ability for worker and employer JHSC participants to complete investigations	Qualitative Interviews	April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026	Qualitative analysis of improvements and barriers to competition of investigations of interviews of pre and post course/consultation participants.

<i>Increased capacity to evaluate JHSC effectiveness in Accordance with OHSR 3.26</i>	<i>Qualitative Interviews</i>	<i>April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026</i>	<i>Qualitative discursive analysis of JHSC effectiveness in creating safer worksites through interview analysis. Two key qualitative measure: perception of effectiveness of JHSC, and perception of ability to evaluate ongoing effectiveness.</i>
<i>Increased OHS knowledge and awareness of WorkSafeBC regulations</i>	<i>Surveys</i>	<i>April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026</i>	<i>Analysis of course participation survey data</i>

Project Title:	Increasing Psychological Injury Prevention Skills & Mental Health
Project Goal/ Expectation:	Provide real-time facilitated worker and employer training on join committee training and MH training.

OUTCOME #2 WORKPLAN						
Activity	Inputs	Budget	Time Frame	Responsible	Anticipated Outputs	Progress Reporting
YEAR 1 Delivery of MH Programming Stream courses	Funding, Staff, Travel, Consultants, Technology,	Please see MH program stream budget	April 1, 2024 - Mar. 31, 2025	Executive Director & Dir of MH	1900 participants 95 days (8hr equivalent) of training	6 months
YEAR 1 Delivery of MH Consultation	Funding, Staff, Travel, Consultants, Technology		April 1, 2024 - Mar. 31, 2025	Executive Director & Dir of MH	20 days (8hr equivalent) of consultation	6 months
YEAR 2 Delivery of MH Programming Stream courses	Funding, Staff, Travel, Consultants, Technology		April 1, 2025 - Mar. 31, 2026	Executive Director & Dir of MH	2280 participants 114 days (8hr equivalent) of training	6 months
YEAR 31 Delivery of MH Consultation	Funding, Staff, Travel, Consultants, Technology		April 1, 2025 - Mar. 31, 2026	Executive Director & Dir of MH	24 days (8hr equivalent) of consultation	6 months

OUTCOME #2 WORKPLAN Measurement (Evaluation)			
Outcome Indicators	Data Collection	Time Lines	Evaluation Results

<i>Increased voluntary adoption and implementation of CSA-z1003-12</i>	<i>Course Delivery Statistics</i>	<i>April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026</i>	<i>Statistical analysis by sector, repeat clients over time</i>
<i>Improved ability for worker and employer JHSC participants to complete investigations related to psychological injury</i>	<i>Qualitative Interviews</i>	<i>April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026</i>	<i>Qualitative analysis of improvements and barriers to completion of investigations of interviews of pre and post course/consultation participants.</i>
<i>Increased Mental Health First knowledge and awareness of WorkSafeBC regulations related to prevention of violence, bullying and harassment.</i>	<i>Surveys</i>	<i>April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026</i>	<i>Analysis of course participation survey data</i>

Project Title:	Community Education
Project Goal/ Expectation:	Provide education and training for vulnerable workers

OUTCOME #3 WORKPLAN						
Activity	Inputs	Budget	Time Frame	Responsible	Anticipated Outputs	Progress Reporting
<i>Year 1 Alive After 5</i>	<i>Funding, Staff, Travel, Consultants, Technology,</i>	<i>Please see CE Program ming Stream budget</i>	<i>April 1, 2024 - Mar. 31, 2025</i>	<i>Executive Director & Dir of OHS</i>	<i>22,700 Participants</i>	<i>6 months</i>
<i>Year 2 Alive After 5</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2025 - Mar. 31, 2026</i>	<i>Executive Director & Dir of OHS</i>	<i>27240 Participants</i>	<i>6 months</i>
<i>Year 1 English as an Additional Language</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2024 - Mar. 31, 2025</i>	<i>Executive Director & Dir of OHS</i>	<i>30 Participants</i>	<i>6 months</i>
<i>Year 2 English as an Additional Language</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2025 - Mar. 31, 2026</i>	<i>Executive Director & Dir of OHS</i>	<i>36 Participants</i>	<i>6 months</i>
<i>Year 1 Migrant Worker</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2024 - Mar. 31, 2025</i>	<i>Executive Director & Dir of OHS</i>	<i>1200 Participants</i>	
<i>Year 1 Migrant Worker</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2025 - Mar. 31, 2026</i>	<i>Executive Director & Dir of OHS</i>	<i>1440 Participants</i>	
<i>Year 1 Employment Program</i>	<i>Funding, Staff, Travel, Consultants, Technology</i>		<i>April 1, 2024 - Mar. 31, 2025</i>	<i>Executive Director & Dir of OHS</i>	<i>1600 Participants</i>	

Year 2 Employment Program	Funding, Staff, Travel, Consultants, Technology		April 1, 2025 - Mar. 31, 2026	Executive Director & Dir of OHS	1920 Participants	
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OUTCOME #3 WORKPLAN Measurement (Evaluation)

Outcome Indicators	Data Collection	Time Lines	Evaluation Results
Reduced vulnerability of young workers and marginalized workers	Focus groups and questionnaires for sample groups of voluntary participants	April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026	Qualitative Interviews Analysis
Increased awareness and understanding of rights and responsibilities by young workers and migrant workers and Employment Program participants.	Surveys	April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026	Analysis of course participation survey data
Increased OHS knowledge and awareness of WorkSafeBC regulations by workers speaking English as an additional language.	Surveys (voluntary)	April 1, 2024 - Mar. 31, 2025 and April 1, 2025 - Mar. 31, 2026	Analysis of course participation survey data

Approval

Approved by Association Board Chair:

 (signature)

Sussanne Skidmore (name)

Date Approved:

February 23, 2024

SCHEDULE B

Attach BCFL's Center 2024-2026 Budget approved and signed by the BCFL's President, dated February 23, 2024.

BC Federation of Labor - Health & Safety Centre

21-Nov-23 Date Prepared

Enter current year
12 months actual
here.

These two budget columns are linked to "Budget - sub-schedule"
worksheets. No need to enter figures here.

Funding Period: From Apr. 1, 2024 to Mar. 31, 2026

Section 1: BUDGET - IRI OPERATIONS	Budget (Year 1)	Budget (Year 2)	ACTUAL (audited)	Budget for Current Contract (7 months)	ACTUAL (partial audited)
	Budget Sep 2021 to Aug 2022	Budget Sep 2022 to Aug 2023	Actual Sep 2021 to Aug 2022	Sep 1, 2023 to Mar 31, 2024 (7 months)	Current 12 months Sep 2022 to Aug 2023 (not final)

Revenue:					
WorkSafeBC IRI Operations Funding	2,554,478	2,354,478	2,554,478	2,818,615	2,354,478
Interest Revenue		0	7,484	0	43,585
Training/Course Revenue	750,000	900,000	763,731	550,000	871,253
Other Revenue (list individually)	0	0	41,237	0	131,907
Total Revenue	3,304,478	3,254,478	3,366,930	3,368,615	3,401,223

Compensation Expense:					
Salaries	1,645,335	1,689,995	1,598,381	1,467,162	1,585,429
Benefits	705,143	724,283	695,713	630,880	817,448
Consultants & Contractors	183,000	120,000	67,789	375,181	81,498

Other Expense:					
Accounting & Legal Fees	25,000	28,750	46,377	32,520	32,383
Advertising & Sponsorships	15,000	16,500	4,027	3,000	12,908
Board Expenses	0	0	0	0	0
Building Maintenance & Repairs	0	0	0	0	0
Telecommunications & Freight	25,000	30,000	32,305	28,582	30,492
Conference Registration & Meeting Expenses	85,000	85,000	33,806	90,000	16,098
Furniture & Equipment	20,000	15,000	0	35,000	1,560
Office Supplies	26,000	28,600	31,766	21,588	25,313
Property Taxes & General Insurance	12,000	12,000	19,870	15,659	21,948
Publications & materials	96,500	115,800	61,668	100,000	128,189
Rent - Office	75,000	80,000	72,917	136,000	97,822
Technology	230,000	131,550	215,834	230,544	212,516
Training - Staff	35,000	35,000	1,480	15,000	12,283
Travel	100,000	110,000	54,192	176,250	135,309
Miscellaneous	26,500	32,000	15,348	11,250	16,242
Total Expenses	3,304,478	3,254,478	2,951,473	3,368,615	3,227,437

Revenue less Expenses	0		415,457	(0)	173,786
Amortization			79,536		79,536
Net Suprlus			335,921		94,250

Note: Any significant expense account (>\$50,000) included in 2023-2025 budget and any significant variances (>20%) should be explained in **Section 5** below.

INJURY REDUCTION INITIATIVE PROPOSED BUDGET			
Year 1 Apr 1, 2024 to Mar 31, 2025	Year 2 Apr 1, 2025 to Mar 31, 2026		Total
3,337,261	3,444,003	0	6,781,264
0	0	0	0
870,000	1,000,000	0	1,870,000
0	0	0	0
0	0	0	0
4,207,261	4,444,003	0	8,651,264
1,995,970	2,055,849	0	4,051,819
858,268	884,015	0	1,742,283
100,000	120,000	0	220,000
36,600	37,455	0	74,055
12,000	14,400	0	26,400
0	0	0	0
0	0	0	0
39,200	43,530	0	82,730
130,000	132,000	0	262,000
10,000	10,000	0	20,000
33,400	36,740	0	70,140
24,000	29,400	0	53,400
143,833	172,600	0	316,433
222,600	241,800	0	464,400
520,550	541,205	0	1,061,755
18,000	20,000	0	38,000
192,840	231,409	0	424,249
20,000	23,600	0	43,600
4,357,261	4,594,003	0	8,951,264
(150,000)	(150,000)	0	(300,000)

Section 2: RESERVE FUND - IRI - Does Not Apply						2021-22	2022-23	2023-24
Opening Balance							-	-
Drawdown (-)								
Add Surplus Retained in Reserve Fund								
Additional Funds Requested								
Ending Balance						-	-	-
Describe the reason(s) for any drawdown of IRI Reserve Fund in the current year								
Does not apply to Injury Reduction Initiatives								

Section 3: COMPENSATION - IRI OPERATIONS	Budget (Year 1)		ACTUAL	Budget for Current Contract (7 months)		INJURY REDUCTION INITIATIVE BUDGET		
	Budget Sep 2021 to Aug 2022		Actual Sep 2021 to Aug 2022	Budget Sep 2022 to Sept 2023		Year 1 Apr 1, 2024 to Mar 31, 2025	Year 2 Apr 1, 2025 to Mar 31, 2026	
List the top ten highest compensated positions, including consultants (who are contracted on an ongoing basis), in the following annual compensation categories:								
1. Number of positions with compensation \$1–\$39,999			3					
2. Number of positions with compensation \$40,000–\$79,999			5			1	1	
3. Number of positions with compensation \$80,000–\$119,999	6		6	6		10	10	
4. Number of positions with compensation \$120,000–\$159,999	12		8	12		6	6	
5. Number of positions with compensation \$160,000–\$199,999						4	4	
6. Number of positions with compensation \$200,000–\$249,999								
7. Number of positions with compensation \$250,000–\$299,999								
8. Number of positions with compensation \$300,000–\$349,999								
9. Number of positions with compensation \$350,000 and over								

Complete these 2 columns

Section 4: EXPENSE ALLOCATION - INJURY REDUCTION INITIATIVE

a) Describe the method or formula used in the 2023-2025 budget to allocate common expenses and/or overhead expenses shared between OHS Center operations and the organization's head office (e.g., based on staffing FTE or square footage of office)

There will be a new cost-sharing formula as BC Federation of Labour is expected to move into a new office in December 2023. Overall, common expenses will be shared with BCFED proper based on percentage of office space occupied by Centre Staff.

There will be a designated training space in the new office which will be exclusively used by the Centre. The Centre is expected to occupy 42% of the total space, and therefore expenses related to space such as Rent, Cleaning supplies and heating etc. will be shared at this rate. Other expenses such as Internet, Coffee and telephone will be shared using the staff ratio of 33%.

b) List the expenses and amounts that have been allocated according to method described in (a) and included in the 2023-2025 budget in Section 1.

Rent & Maintenance:

- Rent
- Cleaning & supplies
- Recycling

Operating Expenses:

- Internet
- Coffee/dairy (for common staff kitchen)
- Telephone & fax

c) Has the expense allocation method used in the 2023-25 budget changed from previous year, i.e., current contract term? If it has changed, explain why.

There is no change to the allocation that we submitted in March 2023 for the current contract term (Sep 2023 to Mar 2024, 7 months). There may be adjustments once we are fully moved into the new office and we will provide an update at that time.

Section 5: EXPLANATION OF SIGNIFICANT EXPENSE AMOUNTS, SIGNIFICANT VARIANCES, AND FUNDING INCREASES (may use separate document to explain, if not enough space here)

a) Provide an explanation for the funding increase over each of the proposed 2-year budget, compared with current 2022-2023 funding amount, if applicable.

Year 1 (2024-2025): \$982,783 (42%) increase due to:

- 1) Significant increase in rent expense as the Centre will occupy more office space, including a designated training space.
- 2) Moderate growth in staffing (both staff and casual facilitators) compared to previous contract year which was submitted in March 2021 and no longer representing the current wage. Also, we have adopted a new staffing structure for Community Education stream starting from Sep 2023, which utilizes regular seasonal facilitators (0.75FTE each) and reduces the need of casual facilitators.
- 3) Increase in travel expense as we increase face-to-face facilitation and trainings while maintaining the option of virtual delivery.
- 4) Further development in technology infrastructure

Year 2 (2025-2026): \$106,742 (3%) increase compared to Year 1 to reflect the increasing cost of living and anticipated 20% increase in participant reach.

b) Provide an explanation for any funding increase over the 2024 funding forecast amount included in rates setting, if applicable.

N/A

c) Any significant expense account (>\$50,000) included in the 2023-2025 budget, excluding salaries, should be explained here.

- Benefits: it is tied to salaries and usually represents 43% of salary amount.
- Consultants & Contractors: We need casual facilitators to provide coverage when regular facilitators are on vacation or leaves.
- Conference Registration & Meeting Expenses: We will be utilizing the new training space in the office to delivery in-person sessions in the lower mainland, and continue to rent meeting room from various facilities (hotel, community centre etc.) outside of the lower mainland.
- Publications & materials: It includes course materials purchase, such as resource books and access codes, as well as printing materials in-house.
- Rent-office: Office lease has increased since a new office is leased
- Technology: It includes regular IT related expenses, such as software license subscriptions, IT and website maintenance services, and technical support, as well as replacing old equipments/hardware and further development of the CRM and accounting integration project.
- Travel: Travel costs have increased significantly after the pandemic, and many customers (companies and schools) across BC prefer to have in-person facilitation which requires travel.

Various expenses have significant increases to reflect the planned activity level and increase in face-to-face facilitation. Also reflect the increasing cost of living.

d) Any significant expense account variance (>20%), including salaries, from year to year, starting from current 2022-23 budget to the proposed 2-year funding request, should be explained here (i.e. significant expense between 2022-2023 and 2023-2024, and 2024-2025).

- Accounting & legal fees: 27% increase due to increase in professional service hourly rates, and contingent legal consultation services.
- Advertising & sponsorships: 27% decrease to reflect the actual cost of marketing based on 2023's activity.
- Telecommunications & Freight: 31% increase to reflect the increased shipping cost and telephone plan rates.
- Conference registration & Meeting Expenses: 53% increase to reflect the increase of meeting room rental due to new office training facility and increased cost of external venue rental.
- Furnitures & Equipment: 33% decrease as we anticipate the new office to be furnished but leave a reasonable contingency fund.
- Property Taxes & General Insurance: 100% increase to reflect the significant increase in insurance premiums especially in E&O insurance.
- Publications & materials: 24% increase to reflect the increase in printing cost and increase of participants
- Rent-office: 178% increase due to new office move.
- Technology: 296% increase due to increased IT regular costs and one-time project costs.
- Training-staff: 49% decrease to reflect the planned level of staff training
- Travel: 75% increase due to increase in travelling across the province and costs.
- Miscellaneous: 38% decrease to reflect the true level of miscellaneous spending based on 2023's price level.

Variance in the expenses accounts above are mostly due to: 1) moderate growth of the Centre's operation 2) increase face-to-face facilitation compared to mostly online delivery during the pandemic. 3) adjustment to current price level (i.e. inflation and insurance premium increases) 4) New office occupancy and cost allocation.

Section 6: APPROVAL

Approved by Organization Board Chair:



(signature)

Sussanne Skidmore (name)

Date Approved:

February 23, 2024

21-Nov-23 Date Prepared

Funding Period Year 1: From Apr. 1, 2024 to Mar. 31, 2025

IRI BUDGET ALLOCATION	Overhead (Fixed Costs)	Activity Categories					Apr 1, 2024 to Mar 31, 2025 Budget Total
		Training	Consultation Services	Marketing / Outreach	Research	Conference / Convention / Meeting	
Revenue:							
WorkSafeBC IRI Operations Funding	3,337,261						3,337,261
Interest Revenue	-						-
Training/Course Revenue		870,000					870,000
Other Revenue	-		-	-	-	-	-
	-						-
Total Revenue	3,337,261	870,000	-	-	-	-	4,207,261
Compensation Expense:							
Salaries	1,995,970						1,995,970
Benefits	858,268						858,268
Consultants & Contractors	-	100,000	-	-	-	-	100,000
Subtotal	2,854,238	100,000	-	-	-	-	2,954,238
Other Expense:							
Accounting & Legal Fees	36,600						36,600
Advertising & Sponsorships	-	12,000	-	-	-	-	12,000
Board Expenses	-						-
Building Maintenance & Repairs	-						-
Telecommunications & Freight	39,200						39,200
Conference Registration & Meeting Expenses	-	130,000	-	-	-	-	130,000
Furniture & Equipment	10,000						10,000
Office Supplies	33,400						33,400
Property Taxes & General Insurance	24,000						24,000
Publications & materials	-	143,833	-	-	-	-	143,833
Rent - Office	222,600						222,600
Technology	520,550	-	-	-	-	-	520,550
Training - Staff	18,000						18,000
Travel	-	192,840	-	-	-	-	192,840
Miscellaneous	20,000						20,000
Subtotal	924,350	478,673	-	-	-	-	1,403,023
Total Expenses	3,778,588	578,673	-	-	-	-	4,357,261
Revenue less Expenses	(441,327)	291,327	-	-	-	-	(150,000)

21-Nov-23 Date Prepared

Funding Period Year 2: From Apr. 1, 2025 to Mar. 31, 2026

IRI BUDGET ALLOCATION	Overhead (Fixed Costs)	Activity Categories					Apr 1, 2025 to Mar 31, 2026 Budget Total
		Training	Consultation Services	Marketing / Outreach	Research	Conference / Convention / Meeting	
Revenue:							
WorkSafeBC IRI Operations Funding	3,444,003						3,444,003
Interest Revenue	-						-
Training/Course Revenue		1,000,000					1,000,000
Other Revenue	-		-	-	-	-	-
	-						-
Total Revenue	3,444,003	1,000,000	-	-	-	-	4,444,003
Compensation Expense:							
Salaries	2,055,849						2,055,849
Benefits	884,015						884,015
Consultants & Contractors	-	120,000	-	-	-	-	120,000
Subtotal	2,939,864	120,000	-	-	-	-	3,059,864
Other Expense:							
Accounting & Legal Fees	37,455						37,455
Advertising & Sponsorships	-	14,400	-	-	-	-	14,400
Board Expenses	-						-
Building Maintenance & Repairs	-						-
Telecommunications & Freight	43,530						43,530
Conference Registration & Meeting Expenses	-	132,000	-	-	-	-	132,000
Furniture & Equipment	10,000						10,000
Office Supplies	36,740						36,740
Property Taxes & General Insurance	29,400						29,400
Publications & materials	-	172,600	-	-	-	-	172,600
Rent - Office	241,800						241,800
Technology	541,205	-	-	-	-	-	541,205
Training - Staff	20,000						20,000
Travel	-	231,409	-	-	-	-	231,409
Miscellaneous	23,600						23,600
Subtotal	983,730	550,409	-	-	-	-	1,534,139
Total Expenses	3,923,594	670,409	-	-	-	-	4,594,003
Revenue less Expenses	(479,591)	329,591	-	-	-	-	(150,000)

Fixed costs include salaries, rent, and expenses such as accounting and legal fees which are approximately the same year over year and are not optional. Fixed costs are often referred to as overhead costs and do not generally fluctuate directly with activities.

Fixed Costs Budget Worksheet - Enter proposed fixed costs budget in this worksheet.

	Year 1 Apr 1, 2024 to Mar 31, 2025	Year 2 Apr 1, 2025 to Mar 31, 2026									
Revenue:											
WorkSafeBC IRI Operations Funding *	3,337,261	3,444,003									
Interest Revenue											
Other Revenue											
Total Revenue	3,337,261	3,444,003									
Compensation Expense											
Salaries	1,995,970	2,055,849									
Benefits	858,268	884,015									
Consultants & Contractors											
Subtotal	2,854,238	2,939,864									
Other Expense:											
Accounting & Legal Fees	36,600	37,455									
Advertising and Sponsorship											
Board Expenses											
Building Maintenance & Repairs											
Telecommunications & Freight	39,200	43,530									
Conference Registration & Meeting Expenses											
Furniture & Equipment	10,000	10,000									
Office Supplies	33,400	36,740									
Property Taxes & General Insurance	24,000	29,400									
Publications & materials											
Rent - Office	222,600	241,800									
Technology	520,550	541,205									
Training - Staff	18,000	20,000									
Travel											
Miscellaneous	20,000	23,600									
Subtotal	924,350	983,730									
Total Expenses	3,778,588	3,923,594									

* Note: This should be the total annual funding amount being requested from WorkSafeBC to cover both fixed and variable costs.

#####

Use this worksheet to describe activities that would vary from year to year and that would not be covered by the fixed costs of your association. For example, a training program run by a salaried staff member at the HSA's usual operating location would not be included here. But activities that require additional rental spaces, materials to be created, or consultants to be hired should be included. Include the reference number of the corresponding work plan item in the first column (i.e., column A). If more rows are required, please click on the "2" symbol on the top left corner of the screen to unhide additional rows.

Activities / Initiatives Budget (Variable Costs) Worksheet - Enter budget in this worksheet					Funding Period Year 1: From Apr. 1, 2024 to Mar. 31, 2025						
					Expense Category						
Workplan Item Ref #	Activity	Activity Category	Description / Objective	Revenue	Consultants / Contractors	Conference Registration and Meeting Expenses	Publications / Materials	Advertising & Sponsorships	Technology	Travel	Net
1	Increasing Joint Committee Skills & OHS	Training		609,000	50,000	91,000	47,944	4,000		77,136	338,920
2	Increasing Psyc Injury Prevention Skills & Mental Health	Training		261,000	25,000	39,000	47,944	4,000		28,926	116,130
3	Community Education	Training			25,000		47,945	4,000		86,778	(163,723)
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
Total				870,000	100,000	130,000	143,833	12,000	-	192,840	291,327

Use this worksheet to describe activities that would vary from year to year and that would not be covered by the fixed costs of your association. For example, a training program run by a salaried staff member at the HSA's usual operating location would not be included here. But activities that require additional rental spaces, materials to be created, or consultants to be hired should be included. Include the reference number of the corresponding work plan item in the first column (i.e., column A). If more rows are required, please click on the "2" symbol on the top left corner of the screen to unhide additional rows.

Activities / Initiatives Budget (Variable Costs) Worksheet - <i>Enter budget in this worksheet</i>					Funding Period Year 2: From Apr. 1, 2025 to Mar. 31, 2026						
					Expense Category						Net
Workplan Item Ref #	Activity	Activity Category	Description / Objective	Revenue	Consultants / Contractors	Conference Registration and Meeting Expenses	Publications / Materials	Advertising & Sponsorships	Technology	Travel	
1	Increasing Joint Committee Skills & OHS	Training		700,000	60,000	92,400	57,533	4,800		92,563	392,704
2	Increasing Psyc Injury Prevention Skills & Mental Health	Training		300,000	30,000	39,600	57,533	4,800		34,711	133,356
3	Community Education	Training			30,000		57,534	4,800		104,135	(196,469)
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
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		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
		Please Choose One:									-
Total				1,000,000	120,000	132,000	172,600	14,400	-	231,409	329,591

21-Nov-23					Proposed FTE Budget		
IRI BUDGET - STAFFING COUNT	Budget (Year 1) Sep 2021 to Aug 2022	Budget (Year 2) Sep 2022 to Aug 2023	Actual - (Year 1) Sep 2021 to Aug 2022	Budget Sep 1, 2023 to Mar 31, 2024 (7 months)	Year 1 Apr 1, 2024 to Mar 31, 2025	Year 2 Apr 1, 2025 to Mar 31, 2026	
FTE = Full Time Equivalent	IRI	IRI	IRI	IRI	IRI	IRI	IRI
STAFF POSITIONS							
Position							
Executive Director	1.00	1.00	1.00	1.00	1.00	1.00	
Director	1.00	1.00	1.00	1.00	1.00	1.00	
Director	1.00	1.00	1.00	1.00	1.00	1.00	
Director	1.00	1.00	1.00	1.00	1.00	1.00	
Co-ordinator (MWP)	1.00	1.00	0.60	0.80	1.00	1.00	
Co-ordinator (OHS)	1.00	1.00	1.00	1.00	1.00	1.00	
Co-ordinator (OHS)	1.00	1.00	1.00	1.00	1.00	1.00	
Co-ordinator (OHS)	1.00	1.00	0.50	1.00	1.00	1.00	
Coordinator (MH)	0.00	0.00	0.50	1.00	1.00	1.00	
Co-ordinator (YW)	1.00	1.00	0.10	1.00	1.00	1.00	
Co-ordinator (Term)	1.00	1.00	1.00	0.86	0.00	0.00	
Co-ordinator (Term)	1.00	1.00	0.90	0.86	0.00	0.00	
Co-ordinator (Term)	1.00	1.00	1.60	0.86	0.00	0.00	
Facilitator (Seasonal)					0.75	0.75	
Facilitator (Seasonal)					0.75	0.75	
Facilitator (Seasonal)					0.75	0.75	
Facilitator (Seasonal)					0.75	0.75	
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	
Executive Assistant	1.00	1.00	1.00	1.00	1.00	1.00	
Executive Assistant	1.00	1.00	0.77	1.00	1.00	1.00	
Executive Assistant (coverage)	0.00	0.00	0.49		0.25	0.25	
Executive Assistant (former Admin Asst)	1.00	1.00	1.00	1.00	1.00	1.00	
Accountant (formerly Bookkeeper)	1.00	1.00	1.00	1.00	1.00	1.00	
Accountant (formerly Bookkeeper)	1.00	1.00	1.00	1.00	1.00	1.00	
Total FTE - Staff	18.00	18.00	17.46	18.38	19.25	19.25	0.00
CONSULTANTS/CONTRACTORS ***	IRI		IRI	IRI	IRI	IRI	IRI
Position							
Increasing health and safety knowledge	0.50	0.33	0.15	0.20	0.35	0.42	
Mental Health Program	0.50	0.33	0.01	0.20	0.17	0.21	
Community Education	0.50	0.34	0.34	2.50	0.18	0.21	
Total FTE - Consultants	1.50	1.00	0.50	2.90	0.70	0.84	0.00

EXAMPLE - STAFF POSITIONS - FTE's	COR	IRI	IRI	Total FTE	How to count FTE for staff:	Legend of acronyms:
Position					This is a headcount of staff and a cost allocation of their time spent on each program.	HSA - Health and Safety Association Operations
Manager - HSA (full time)				0.00		COR - COR Program Administration
Manager - HSA/ COR (full time) *	0.25			0.25		IRI - Injury Reduction Initiative (not HSA or COR)
Admin Support - COR/ IRI (full time)	0.75	0.25		1.00	* Eg: a full-time manager who spends 75% of time on HSA and 25% on COR, enter as HSA 0.75 FTE and COR 0.25 FTE count. See example to the left.	FTE - Full time equivalent
Admin Support - HSA/IRI (part time) **		0.20		0.20		*** Consultants/contractors - List of consultants/contractors who work significant hours in operations and on a continuous basis.
Total FTE - Staff	1.00	0.45	0.00	1.45		How to count FTE for consultants/contracts:
EXAMPLE - CONSULTANTS/CONTRACTORS - FTE's	COR	IRI	IRI	Total FTE	** Eg: a part-time staff who works half time and spends 60% on HSA and 40% on IRI, then enter HSA 0.3 FTE and IRI 0.2 FTE. See example to the left.	If consultants are paid by the hour, use the same standard hours per work week as the full-time staff in your FTE calculation.
Position						E.g., a consultant hired for 40 hours per week (same as full time staff hours) for the full year for HSA, enter the consultant as 1 HSA FTE. See example to the left.
HSA - Trainer (1 @ 40 hours per week)				0.00		
HSA-Trainer for course A (1 @ 20 hours per week)				0.00		
COR - Audit Trainers (4 @ 20 hours per week)	2.00			2.00		
HSA/IRI Trainer (1 @40 hrs per week)		0.25		0.25		
Total FTE - Consultants	2.00	0.25	0.00	2.25		

Injury Reduction Initiative (IRI) Budget Template - Proposed Budget - Instructions

This IRI Budget Template forms part of the IRI funding application and funding contract, and consists of 5 worksheets for each funding year.

Budget Worksheets				
1	2	3	4	5
IRI Budget (enter current year here and other information)	Budget sub-schedule (linked - no entry required)	Fixed Costs (enter Fixed Costs budget)	Variable Costs (enter Variable Costs budget)	Staffing (enter all years)

Submitting Your Application, Workplan, and Budget

All worksheets must be completed and be submitted by email with the IRI application and workplan to the Consultation & Education (CES) manager representative and also to the Funding Team at ILSFDAPP@worksafebc.com at the same time.

An original signed IRI Budget Template, or a scanned copy of a signed IRI Budget Template, must also be submitted to your industry manager representative.

If you have any questions about this form and submission due dates, please contact the Funding Team representative.

1) IRI Budget worksheet (consists of 6 sections)

Section 1 - Budget for IRI operations, multi-years comparison

- Enter association name, funding period, and date the budget is completed at the top of this worksheet. **Do not modify the template, or add or insert lines or categories.**
- Proposed revenue and expense budgets are **not** entered in this section but are to be entered in the worksheets "Fixed Costs" and "Variable Costs." The budgets from these two worksheets are linked and will be rolled up into the Budget column in this section of the summary worksheet.
- Enter current year 6 months actual revenues and expenses in the appropriate column. Revenues and expenses should be the total for all IRI activities, projects, and programs.
- See the "Account Descriptions" worksheet for description of revenue and expense categories, with explanations and examples.

Section 2 - Reserve Fund

Reserve fund does not apply to injury reduction initiatives.

Section 3 - Compensation Details

Enter compensation range breakdown for the proposed budget years.

Section 4 - Expense Allocation Details

- Describe the method or formula used to allocate common expenses and/or overhead expenses shared between IRI operations and the association's head office (e.g., based on staffing FTE or square footage of office).
- List the expenses and amounts that are being allocated.
- If the expense allocation method used in the budget has changed from previous year, explain why.

Section 5 - Explanation of Significant Expense Amounts and/or Variances and/or Funding Increases

- Explain the total funding request increase over the prior year's funding amount, if applicable.
- Explain any increases to the funding request over the funding forecast amount included in rates setting, if applicable.
- Explain any significant expense account (>\$50,000), excluding salaries, in this section.
- Explain any significant expense account amount variance (>20%), including salaries, in this section.

Section 6 - Approval

Provide a date and signature approval from the chair of your Board of Directors in this section.

2) Budget - sub-schedule worksheet

This worksheet does not need to be completed as it is linked and pulls figures from the two worksheets, "Fixed Costs" and "Variable Costs" for each corresponding budget year. It summarises fixed costs (overhead) and variable costs (broken down into various activity categories). This sub-schedule assists in relating the proposed budget to the proposed workplan.

3) Fixed Costs worksheet

Enter your WorkSafeBC funding request, miscellaneous revenue, and fixed costs for each funding year in this worksheet.

Fixed costs are expenses that do not generally fluctuate directly with the IRI activities. This will include expenses such as accounting fees, rent, administrative salaries, and office supplies, or any other expense (overhead) that is fairly constant year-over-year.

4) Variable Costs worksheet

Enter variable costs and related revenues in this worksheet for each funding year.

Variable costs are those directly associated with the activities and initiatives that you run. These will vary year-to-year based on the type and number of activities you undertake.

When completing the Variable Costs worksheet, select the Activity Category first, then enter the budget amount in the appropriate Expense Category column.

Provide the workplan item number that corresponds to each variable cost item, in the first column (i.e., column A). If you need additional rows, you may unhide the additional rows by clicking on #2 at top left corner of worksheet.

Activity Categories and Expense Categories for Variable Costs

In the Variable Costs worksheet, you are asked to select the Activity Category that best describes the project or activity undertaken. Choose the activity category that most closely aligns; for example, education programs would fall under the "Training" category and printed brochures would fall under "Marketing / Outreach".

The Variable Costs worksheet is like a matrix (see table below), each expense is related to an activity category, and they get rolled up into the summary worksheet called "Budget-sub-schedule."

For IRIs	Activity Category				
Expense Category	Training	Consultation services	Marketing/ Outreach	Research	Conference/ meeting
Consultants					
Conference/ meeting					
Publications					
Advertising					
Technology					
Travel					

5) Staffing worksheet

Complete this worksheet to provide your association's staffing full time equivalent (FTE) count. Include a list of staff positions, whether they are full-time or part-time, and whether any part of the staff's salary costs are allocated to other programs and corporate overhead. There is a similar section for consultants/contractors who work significant hours on a continuous basis.

Account Description	Examples
Revenue	
WorkSafeBC Funding	IRI operations funding from WorkSafeBC
Interest Revenue	Interest income earned from cash in bank.
Training/Course Revenue	Revenue collected from training or courses provided by the IRI.
Other Revenue	List other sources of revenue individually.

Compensation Expenses	
Salaries	Full time and part time employee salaries.
Benefits	Contributions to pension or retirement plans, CPP, E.I., medical and dental plans, insurance, WCB premium, etc. for all employees.
Consultants & Contractors	All consulting and contractors fees. This is included in compensation expenses because they are part of labour costs.
Expenses	
Accounting & Legal Fees	Legal fees, audit fees, accounting fees (if contracted externally)
Advertising & Sponsorships	Advertising costs regardless of the media type, sponsorships
Board Expenses	Director fees, board meeting costs.
Building Maintenance & Repairs	Garbage disposal, office building cleaning, maintenance and repairs, renovations, security service. Utility billings for heat, light, power, water, etc.
Telecommunications & Freight	Telephone, cell phone, freight, courier and postage costs.
Conference registration & meeting expenses	This expense category combines previous "Conferences & Conventions" and "External Events & Meetings" expense categories because they are very similar. This category includes conference/convention attendance fees, room rentals, catering, audio visual equipment rentals (e.g. room rental, food, equipment for training, offsite meetings, hospitality)
Furniture & Equipment	Furniture and equipment purchases or leased.
Office Supplies	Stationery and other miscellaneous office supplies.
Property Taxes & General Insurance	Property taxes, general insurance coverage for all property (i.e., fire, liability, construction)
Publication & materials	Printing costs, photographic services, advertising materials, production costs of audio-visual materials.
Rent - Office	Rent payments for all leased buildings, including parking lot rental.
Technology	Computer software & hardware purchases, network equipment. Website development and maintenance.
Training - Staff	Staff training costs relating to professional or association conferences, seminars, and conventions.
Travel	Travel costs including convention and training travel, per diems, consultant's travel costs.
Miscellaneous	All miscellaneous expenses not captured elsewhere (e.g. bank charges)

SCHEDULE C PRIVACY PROTECTION SCHEDULE

Definitions

1. In the Agreement and this Schedule C:
 - (a) **"FIPPA"** means the *Freedom of Information and Protection of Privacy Act* [RSBC 1996] chapter 165, as amended from time to time, and includes any successor or replacement legislation with respect to access to information or privacy;
 - (b) **"FIPPA Designate"** means the manager of the WorkSafeBC FIPP Office (fipp@worksafebc.com);
 - (c) **"Electronic Metadata"** means metadata generated by an electronic system that describes an individual's interaction with the system;
 - (d) **"Personal Information"** means any information about an identifiable individual, other than contact information as defined in FIPPA;
 - (e) **"Privacy Commissioner"** means BC's Information and Privacy Commissioner appointed under FIPPA.

FIPPA Application

2. The Contractor acknowledges that FIPPA, by its terms, applies to the Contractor as a service provider in the same manner as it applies to an employee of WorkSafeBC. The Contractor will comply with the requirements of FIPPA applicable to the Contractor as a service provider; any applicable order or request of the Privacy Commissioner; and reasonable directions given by WorkSafeBC with respect to FIPPA compliance and compliance with WorkSafeBC privacy policies.
3. Notwithstanding any provision of the Agreement or the laws of any jurisdiction, the law of British Columbia, including but not limited to FIPPA, applies with respect to any matter related to privacy and protection of Personal Information.
4. The Contractor warrants and represents it is knowledgeable with respect to FIPPA requirements applicable to service providers. The Contractor must ensure the Contractor and the Contractor's employees and permitted subcontractors involved in the performance of the Agreement are trained on FIPPA requirements and the requirements of this Schedule to the extent they differ from or are additional to the Contractor's privacy policies. FIPPA or privacy training must be refreshed at least annually.

Collection of Personal Information

5. Unless the Agreement otherwise specifies or WorkSafeBC otherwise directs in writing, the Contractor:
 - (a) may only collect or create Personal Information that is authorized under the Agreement and necessary for the performance of the Contractor's obligations under the Agreement;
 - (b) must, to the extent Personal Information is collected expressly for WorkSafeBC, collect Personal Information directly from the individual the information is about; and
 - (c) must, to the extent Personal Information is collected expressly for WorkSafeBC, tell an individual from whom the Contractor collects Personal Information:
 - (i) the purpose for collecting it;
 - (ii) the legal authority for collecting it; and

- (iii) to contact the FIPPA Designate to answer questions about the Contractor's collection of Personal Information at FIPP@worksafebc.com or (604) 279-8171.

Accuracy of Personal Information

- 6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any Personal Information collected by the Contractor in performing its obligations under the Agreement.
- 7. Upon notice from WorkSafeBC, the Contractor will correct Personal Information in its custody in a timely manner to ensure that any Personal Information is accurate, complete and up-to-date as required by FIPPA. The Contractor will advise WorkSafeBC when the correction is completed.
- 8. If the Contractor receives a request for correction of Personal Information from a person other than WorkSafeBC, the Contractor must advise the person to make the request to the FIPPA Designate.

Protection of Personal Information

- 9. The Contractor must protect Personal Information against unauthorized access, use, disclosure or disposal by making reasonable security arrangements through appropriate administrative, technical, and physical security controls and comply with any requirements with respect to such controls set out in the Agreement, any representations with respect to security made generally on a Contractor website or specifically to WorkSafeBC, and WorkSafeBC policies provided to the Contractor. These requirements are in addition to, and not replacement of, any higher standards required by a professional governing body, privacy certification or laws of a jurisdiction other than British Columbia.
- 10. All Personal Information must be encrypted in transit and at rest using industry accepted standards, strong encryption techniques, and current security protocols.
- 11. Where the Contractor or a permitted subcontractor or subprocessor has or generates Electronic Metadata as a result of the Services, the Contractor or a permitted subprocessor will not use the Electronic Metadata or disclose it, unless information in individually identifiable form is removed from the Electronic Metadata or is destroyed.
- 12. The provisions of this Schedule apply to Personal Information and metadata that is not Electronic Metadata, including if aggregated and de-identified (all Personal Information is removed and the Personal Information cannot be re-identified) unless specified otherwise in the Agreement.

WorkSafeBC Rights

- 13. WorkSafeBC has the exclusive right to determine if the Contractor's security arrangements are reasonable security arrangements as required under FIPPA.
- 14. The Contractor's physical custody of Personal Information, or that of a permitted subcontractor or subprocessor, for the purposes of the Agreement does not equate transfer of control. The rights to access, use, disclosure, destruction and integrity of the Personal Information remain in WorkSafeBC's control.

Data Residency

- 15. Unless the Agreement specifically provides otherwise, the Contractor must not store, access, or disclose Personal Information outside Canada. This includes ensuring that email servers, data storage servers, back-up servers and disaster recovery servers are located within Canada.

Access to, use and disclosure of Personal Information

16. The Contractor may only use Personal Information for the performance of the Contractor's obligations under the Agreement and must restrict access to only the Contractor and the employees and contractors (including any subprocessors) where access and use is necessary to carry out the obligations under the Agreement, and only to the extent necessary.
17. The Contractor may only disclose Personal Information to the extent the disclosure is authorized under the Agreement and necessary for the performance of the Contractor's obligations and the exercise of any rights of disclosure as set out in the Agreement.
18. If the Contractor receives a request for access to Personal Information from a third party, including any law enforcement agency or party acting under government authority, the Contractor must immediately contact the FIPPA Designate for instructions and not respond, unless required by law.

Disposition of Personal Information

19. Unless WorkSafeBC requests the return of Personal Information or unless retention is required by law or a professional regulatory body having jurisdiction over the Contractor, the Contractor will securely and irretrievably destroy all Personal Information on the earlier of:
 - (a) a request by WorkSafeBC;
 - (b) the Personal Information no longer being required for the purposes of the Services; or
 - (c) the Agreement ending,
 provided that the Contractor will retain any records that include Personal Information used by the Contractor to make a decision that directly affects the individual whom the Personal Information is about for one year after the decision is made.
20. The Contractor will be entitled to retain the copies of Personal Information in a back-up system in non-readable form or the copies as required by law or a professional regulatory body on the condition that such copies and any Personal Information remains subject to the requirements of this Schedule and are securely and irretrievably destroyed in accordance with the Contractor's usual destruction schedule.

Compliance and Notification Obligations

21. The Contractor must have a privacy management program in place that addresses the collection, access, use, disclosure, storage, retention, security and disposal of Personal Information in compliance with this Schedule, and a privacy breach protocol. The Contractor will provide WorkSafeBC with a copy of its privacy management program upon request, if not otherwise available through an open website link.
22. WorkSafeBC and/or the Privacy Commissioner may, at any reasonable time and on reasonable notice, conduct a review with respect to compliance with this Schedule. The Contractor will cooperate with WorkSafeBC and/or the Privacy Commissioner in a compliance review, and will provide such access, documents and assistance as are reasonably necessary. The Contractor must institute any recommended reasonable changes arising from a compliance review.
23. The Contractor must immediately notify the FIPPA Designate:
 - (a) of any breach or suspected breach of its obligations related to privacy as set out in the Agreement or this Schedule;

- (b) if it anticipates it will be unable to comply with a provision in this Schedule in any respect,

and where requested, co-operate with WorkSafeBC in taking steps to address and/or prevent recurrence of the breach or in addressing the anticipated non-compliance. The Contractor will not notify any third parties whose Personal Information is involved in the breach as a result of the delivery of services to WorkSafeBC without WorkSafeBC's prior agreement, not to be unreasonably withheld.

24. The Contractor agrees to cooperate and assist WorkSafeBC and/or Privacy Commissioner in any investigation of a complaint that Personal Information has been used or disclosed contrary to FIPPA, the Agreement or this Schedule.
25. If the Contractor fails to comply with any requirements set out in this Schedule or any WorkSafeBC directions given under this Schedule, WorkSafeBC will, notwithstanding any provision of the Agreement to the contrary, be entitled to immediately terminate the Agreement without charge or penalty. If the Contractor's failure relates to accuracy and correction of Personal Information, WorkSafeBC's right to terminate will be subject to the Contractor first being given 10 business days to remedy the breach.