

AGREEMENT FOR SERVICES

<p>BETWEEN:</p> <p>Simon Fraser University ("SFU") at the following address:</p> <p>8888 University Drive Burnaby BC V5A 1S6</p>	<p>AND:</p> <p>Travel Healthcare Insurance Solutions Inc. doing business as Guard.me (the "Contractor") at the following address:</p> <p>405-300 John Street, Thornhill, Ontario Canada L3T 5W4</p>
<p>Contact: Lindsay Neilson Associate Director, International Services for Students Ph: 778.782.7219 Fax: 778.782.5880 Email: Lindsay_neilson@sfu.ca</p> <p>For Billing Purposes: Korina Chu Director, Student Financials Ph: 778.782.5384 Fax: 778.782.4263 Email: korina_chu@sfu.ca</p>	<p>Contact: Clark Hortsing Vice-President Sales and Marketing Ph: 905.731.8140 Fax: 905.731.6676 Email: clark@guard.me</p> <p style="font-size: 2em; transform: rotate(-15deg); opacity: 0.5;"><i>COPY ORIGINAL in the V.P. FILE</i></p>

SFU and the Contractor agree as follows:

1. **Services:** SFU hereby retains the Contractor to provide the following services (the "Services"):

The Contractor shall provide to SFU a health plan (the "Plan") for international students as detailed in Appendix A of this Agreement and as further detailed in SFU's Request for Proposals RFP#2011-12-022-DG, including any addenda (the "RFP"), and the Contractor's response to the RFP, all in an efficient, competent and professional manner, to the full satisfaction of SFU.

The Contractor shall send all invoices to SFU representative Lindsay Neilson, Associate Director, International Services for Students (or delegate) who will be responsible for approving such invoices. Each component of the Services shall be considered completed when verified as complete by the SFU representative.

The Contractor shall promptly rectify any deficiencies in the Services identified by the SFU representative. SFU shall make payment to the Contractor for the Services only following verification from the SFU representative that the Services rendered have been completed in accordance with this Agreement.

The Services may be varied from time to time, as agreed to in writing between SFU and the Contractor.



2. **Term.** The Contractor will provide the Services to SFU from and including _____, 2012 to August 31, 2015 (the "Term"). SFU may renew this Agreement for 1 additional term of 2 years, by providing not less than 6 months' written notice to the Contractor prior to the expiry of the Term. For greater certainty, the term of the optional renewal is September 1, 2015 to August 31, 2017. The optional renewal term is subject to agreement on pricing for the renewal period and successful contract negotiations.
3. **Fees:** SFU shall pay the Contractor for the performance of Services once approved by the SFU representative, within 30 days of receipt of an invoice from the Contractor unless otherwise agreed in writing between SFU and the Contractor.
4. **Expenses:** The Contractor is not permitted to invoice SFU for additional expenses.
5. **Canadian Dollars:** The total cost to SFU under this Agreement (including the optional 2 year renewal term) is estimated to be \$ 2,010,000.00 CDN (HST is not applicable for insurance services).
6. **WorkSafeBC:** (Worker's Compensation Board-WCB) The Contractor has and shall maintain in effect while providing the Services, WorkSafeBC coverage under registration/account # 807322. The Contractor shall at all times perform the Services in compliance with the requirements of the *Workers Compensation Act*. The Contractor shall assume overall responsibility for safety and be designated as the "Prime Contractor" in respect of the Services being performed.
7. **Terms and Conditions:** The terms and conditions forming the last 2 pages of this Agreement as well as Appendix A and Appendix B attached to this Agreement are incorporated into and form part of this Agreement as fully as if they were included in the main body of this Agreement.
8. **Entire Agreement:** Except as otherwise agreed in writing by the parties, this Agreement, the RFP and the Contractor's response to the RFP constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all previous expectations, understandings, communications, representations and agreements with respect to the subject matter hereof, whether verbal or written.
9. **Privacy:** SFU is subject to the *Freedom of Information and Protection of Privacy Act* that governs the collection, use, retention, security and disclosure of personal information managed by public organizations. Accordingly, the Contractor shall comply with those privacy related provisions attached hereto as Appendix B.
10. **Assignment:** Neither party may assign the benefit of any of its rights and interests under this Agreement, in whole or in part, without the prior written consent of the other party.
11. **Full Disclosure/Conflict of Interest:** The Contractor and the authorized signatories of SFU respectively confirm that each has provided full disclosure of all information pertaining to this Agreement, and further declares there is no conflict of interest in accordance with SFU Conflict of Interest Policy GP 37.
12. **Ethical Procurement and Sustainability:** The Contractor and the authorized signatories of SFU respectively confirm that each understands and supports SFU Ethical Procurement Policy AD 11.21 (Fair Trade) and SFU Sustainability Policy GP 38.
13. **Effective Date:** This Agreement will become effective when all the parties have signed it. The date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this Agreement.



Each party is signing this Agreement on the date associated with that party's signature.

SIGNED by or on behalf of the
Department or Program Contact.

SIGNED AND DELIVERED by or on
behalf of the Contractor (or by a signatory
of the Contractor if a Corporation).

Lindsay NEILSON
(Printed name)
[Signature]
(Signature)
Aug 13/12.
(Date)
Assoc. Director, Int'l Services
(Title) for Students (Student Services)

M. A. BROWN
(Printed name of signatory)
[Signature]
(Signature)
Aug 3 2012
(Date)
Executive Vice President
(Title)

SIGNED AND DELIVERED by or on behalf of SFU by:

[Signature]
Andrew Petter
President and Vice Chancellor

Aug 13/12
(Date)

[Signature]
Pat Hibbitts
Vice President, Finance and Administration

Aug 13/12
(Date)

[Signature]
Mary Aylesworth
Director, Procurement Services

August 13, 2012
(Date)



APPENDIX A

SCOPE AND REQUIREMENTS

1. **Service Requirements:** The Plan will include insurance coverage as defined in plan C of the RFP. For greater certainty the Plan includes the following policy content:

Maximum limit: Two million dollars,

Geographical area of coverage: Worldwide,

Reimbursement: 100% with no deductible

Who is Eligible: SFU may enroll its international graduate, undergraduate and incoming exchange students in the Plan. Other international visitors to SFU (e.g. international research students, international post-doctoral fellows and visiting scholars) may purchase the Plan directly from the Contractor.

Coverage of Family Members: The primary Plan member may purchase coverage for eligible dependents directly from the Contractor, provided that the dependent's coverage dates are the same as the primary Plan member's coverage dates.

Dependent plans are administered directly by the Contractor, at the rate of:

First dependent: 100% of premium for equivalent coverage dates.

Remaining dependents: 50% of premium for equivalent coverage dates.

"Dependents" include: (i) spouses, meaning someone who is either married to or is living and cohabiting in a marriage-like relationship with the Plan member and may be of the same gender as the Plan member; and (ii) a legal ward or child of the Plan member who is supported by the Plan member, who is neither married nor living and cohabiting in a marriage-like relationship, and is either age 18 or younger or age 19-24 and attending school or university full time.

The Plan includes 100% reimbursement for reasonable and customary charges with no deductibles or co-insurance for:

- (a) physician, specialist and surgeon;
- (b) hospital charges for standard accommodation and related services and supplies;
- (c) prescription drugs and medicines;
- (d) maternity care to a maximum of \$25,000 plus an additional \$25,000 for complications;
- (e) diagnostic services when ordered by a physician, podiatrist, dental surgeon or oral surgeon;
- (f) dental and oral surgery when medically required to be performed in a hospital;
- (g) dental injury when medically required to be performed in a hospital;
- (h) surgical podiatry;



- (i) medically required eye examinations;
- (j) psychiatric hospitalization to \$50,000 and psychiatrist in-patient fees up to \$10,000;
- (k) psychotherapy out-patient fees up to \$1,000;
- (l) physiotherapy and speech therapy to \$1,000;
- (m) paramedical up to \$500 per specialist listed chiropractor, massage therapist, chiropodist, osteopath, naturopathy, speech therapist, acupuncturist or podiatrist;
- (n) medical coverage of up to 10 days of travel undertaken between Canada and the Plan member's home country or country of primary residence as long as their arrival date in British Columbia is after the Plan's start date;
- (o) ambulance;
- (p) emergency transportation by taxi to \$100;
- (q) air evacuation including mountain or sea evacuation, for emergency transport, to the nearest appropriate Hospital, or transport to a Hospital in the Plan member's Country of Origin;
- (r) reimbursement in the event of death of a Plan member limited to \$5,000 for burial in host country or place of death, or \$15,000 for the repatriation of the remains to the Plan member's home country; and
- (s) coverage of pre-existing conditions.

The Plan also includes:

- (t) coverage for loss or injury when evidence supports the Plan member was affected by or the medical condition causing the loss was in any way contributed to by the use of drugs or alcohol or other intoxicants to a maximum of \$100,000;
- (u) family transportation benefit for up to \$5,000 to transport up to two members of the Plan member's family when hospitalized for 7 days or more and up to \$1,500 for their living expenses while in-country;
- (v) expenses incurred for the treatment of the Plan member due to attempted suicide to the limits as set out in subsections (j) and (k) above;
- (w) expenses for repatriation of the Plan member to his/her home country in case of suicide up to \$15,000; and
- (x) any corrective devices that are required on the advice of a physician to correct a debilitating physical impairment and without which it would be a physical impossibility to continue studies or teaching responsibilities at SFU.

Coverage periods:

Four month coverage as follows for all students SFU enrolls in the Plan:

Fall Semester – September 1 to December 31



Spring Semester – January 1 to April 30

Summer Semester – May 1 to August 31

2. **Pricing:** Pricing will be fixed for the Term. For the two year optional renewal term the Contractor may submit for SFU's consideration a request to increase prices.

All changes in student fees (which include the Plan fees for those students whom SFU enrolls directly in the Plan) must be approved internally in advance by SFU. Student applicants receive their acceptance letter from SFU, which includes information about fees, well in advance of the start of classes. As a result, any fee increase in the Plan for the optional renewal term must be negotiated sufficiently in advance to allow time for: (a) all required SFU approvals; and (b) the inclusion of the increased rate in student acceptance letters.

3. **Process for Enrolling New International Students:** For clarity, SFU and Contractor shall follow the process outlined below in relation to Plan administration:

- (a) Upon being eligible to enroll, students receive notification from SFU advising that they will automatically be enrolled in SFU's mandatory short term (4 month) Plan, until they have valid British Columbia medical services plan ("MSP") coverage (or acceptable equivalent).
- (b) SFU enrolls students in the Plan.
- (c) SFU creates a preliminary enrolment listing 2 weeks prior to the start of class (i.e. mid-August for September 1, mid-December for January 1 and mid-April for May 1).
- (d) SFU will compile a list containing the full name, student identification number, birth date, mailing address, email address, gender, and amount of the assessed fee of all students enrolled in the Plan for each semester. SFU will forward this list to the Contractor in a format to be determined by SFU. If a data file containing the personal information is transmitted over a network, the data will be encrypted.
- (e) SFU will periodically update/confirm the list based on a schedule to be agreed to by SFU and the Contractor.
- (f) The contract between the Contractor and each insured student will become effective as of the first day of the semester (September 1 for the fall semester, January 1 for the spring semester and May 1 for the summer semester). This will allow SFU sufficient time to confirm that each student enrolled in the Plan is, as at the beginning of the semester for which coverage is arranged, still enrolled as a student for that semester.
- (g) SFU will provide to the Contractor a final enrolment listing generated at the end of the first month of classes in each semester. This listing will include students who are enrolled in the Plan for the current semester and, based on information provided by the Contractor to SFU, those who have opted out from the Plan through the Contractor. The Contractor will invoice SFU based on this listing.
- (h) The Contractor will offer students enrolled in the Plan a choice as to how to receive proof of their Plan coverage – paper (by mail) or paperless (by email).
- (i) Students may opt out of the Plan by presenting directly to the Contractor proof of enrolment in MSP or acceptable equivalent coverage. In consultation with the Contractor SFU will identify a limited number of acceptable equivalent medical insurance policies; students holding these particular policies will be allowed to opt out of the Plan. In addition, the following opt out procedures apply:



- i. Students who have filed a claim against the Plan will not be eligible for a refund.
 - ii. If students present proof of adequate coverage (effective from the first day of the semester) to the Contractor by the end of the first month of the semester they may apply for cancellation of their Plan, and the full cost of the 4-month Plan will be returned to them.
 - iii. If students present proof of adequate coverage (effective from the first day of the semester) to the Contractor on a date following the last day of the first month of the semester they may apply for early termination of their Plan and a partial refund. The partial refund will be calculated from the first day of the month in which the refund application and proof of adequate alternate coverage is received by the Contractor.
 - iv. If students present proof of adequate coverage (that becomes effective on a date following the first day of the semester) to the Contractor they may apply for early termination of their Plan and a partial refund PROVIDED they chose the paper option for proof of Plan coverage. The partial refund will be calculated from the first day of the month in which the refund application and proof of adequate alternate coverage is received by the Contractor. For administrative reasons internal to the Contractor, students who chose the paperless option for proof of Plan coverage will not be eligible for a refund. SFU will inform all students enrolled in the Plan of this refund policy in advance.
 - v. Refunds to students before the end of the first month of the semester will be the responsibility of SFU; refunds to students after that date will be the responsibility of the Contractor.
- (j) The Contractor will provide to SFU a listing of students who have opted out in a mutually agreed upon format. SFU will implement reasonable security measures to ensure that the personal information is protected during transmission in whatever format is determined.
4. **Process for Enrolling Continuing International Students:** In subsequent semesters, students who have opted out permanently (i.e. with MSP or equivalent coverage) will not be assessed the cost of nor enrolled in the Plan. All other students will be re-enrolled in the Plan. The information exchange and payment process as outlined above will apply to those students.
 5. **Financial Incentive:** The Contractor agrees to support scholarships, bursaries, conferences and infrastructure at SFU and will support various initiatives as directed by SFU not to exceed 5% of SFU's total annual insurance premium volume. The Contractor will also consider additional requests beyond this commitment on a case by case basis.
 6. **Direct Billing:** To ensure that students under this coverage have easy and affordable access to health care and that the administrative time and effort is minimized at SFU's Health and Counselling Services (HCS), HCS is interested in pursuing the option of direct billing. The Contractor will meet with HCS prior to implementation to discuss the development of a direct-billing agreement.



APPENDIX B
PRIVACY PROTECTION

This Appendix B forms part of the agreement between SFU (in this Appendix B, the "Public Body") and the Contractor respecting the attached Agreement for Services.

Definitions

1. In this Appendix,

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

Purpose

2. The purpose of this Appendix is to:

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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



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

Notice of foreign demands for disclosure

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

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

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

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

Notice of non-compliance

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

Termination of Agreement

24. In addition to any other rights of termination which the Public Body may have under the Agreement or otherwise at law, the Public Body may, subject to any provisions in the Agreement establishing



mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Appendix in a material respect.

Interpretation

25. In this Appendix, references to sections by number are to sections of this Appendix unless otherwise specified in this Appendix.
26. Any reference to the "Contractor" in this Appendix includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Appendix.
27. The obligations of the Contractor in this Appendix will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Public Body under this Appendix) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Appendix despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Appendix requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



TERMS AND CONDITIONS OF AGREEMENT

1. THE CONTRACTOR WILL:

- a) regardless of the date of execution of this Agreement, provide the Services as described in section 1 of the Agreement;
- b) supply and pay for all labour, materials, and approvals necessary or required to provide the Services at its own expense;
- c) comply with all applicable municipal, provincial and federal laws of Canada;
- d) be an independent contractor and not an employee or agent of SFU;
- e) ensure that all persons employed or retained to provide the Services are competent to perform them and are properly trained, instructed and supervised;
- f) treat as confidential all material marked confidential and not permit its disclosure without prior written consent from SFU except as required by applicable law. Confidential information shall not include information: 1. that is part of the public domain at the time of disclosure; or 2. that becomes part of the public domain after the date of this Agreement without any unauthorized act by or omission of the recipient; or 3. if the recipient can demonstrate by written records that it had independently developed knowledge of such Confidential Information prior to or after the date of disclosure without use, reference to, or reliance upon Confidential Information disclosed to it by the discloser or the performance of the recipient's obligations pursuant to this Agreement; or 4. that is disclosed to the recipient by a third party who has the legal right to make such disclosure; or 5. if permission to use or disclose said Confidential Information or to make use thereof is first obtained by the recipient in a writing signed by an authorized representative of the discloser. The Contractor agrees that any information, knowledge (including but not necessarily limited to, SFU business practices, techniques, relationships, agreements, etc.), data, research, documents, photographs, negatives, computer programs (and related object and source codes) and any other information, knowledge, materials or products disclosed to the Contractor by SFU or otherwise produced, developed or known by the Contractor in providing the Services (collectively the "Confidential Information") will not be published or disclosed to any third party not either during or after the Agreement except as otherwise authorized by SFU. This section shall survive the termination of this Agreement;
- h) maintain time records and books of account, invoices, receipts and vouchers of all expenses incurred, in a form satisfactory to SFU;
- i) indemnify, defend and hold harmless SFU, its employees, officers and directors, from and against any and all claims, demands, actions, causes of action, damages, losses, deficiencies, costs (including all actual legal costs), expenses, liabilities and administrative proceedings (collectively "Claims") including, without limitation, Claims arising by reason of any injury to or death of any person, or damage to any property, which may be brought or made against the SFU, to the extent caused either directly or indirectly by the negligent acts, errors or omissions of the Contractor or any of its directors, officers, staff, subcontractors, agents, employees or persons for whom the Contractor is legally liable. This provision shall survive the termination, expiry or end date of this Agreement;
- j) provide, maintain and pay for any insurance, permits and licenses which the Contractor may be required by law or are necessary to cover any risks the Contractor may assume as a result of entering into this Agreement;
- k) not provide any service to any other person, firm or corporation which, in the reasonable opinion of SFU, may give rise to a conflict of interest in accordance to SFU's Conflict of Interest Policy #GP37;
- l) understand and comply with the general privacy and confidentiality obligations to protect personal information that may be accessed in the fulfilment of the Services. This legal obligation survives Agreement completion or termination;
- m) support and, to the Contractor's legal ability, comply with SFU's Ethical Procurement Policy #AD11.21 and Sustainability Policy #GP38;
- n) not use in providing the Services any person whom SFU deems to be inappropriate;
- o) warrant that the Services are free of all defects and deficiencies for a period of twelve (12) months from the date final approval was provided by SFU;
- p) warrant that all software and document files, not provided by SFU and used in the performance of the Services, are virus free; and
- q) warrant that any file, be it an executable data file or document produced by electronic means, has been scanned with industry standard virus scanning software prior to its introduction to SFU. In the case that SFU is infected by a virus that can be traced back to the Contractor, the Contractor will be liable for the cost of clearing all SFU computing systems of the virus.

2. THE AGREEMENT PRICE

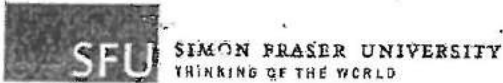
- a) SFU will pay the cost of the Services as provided in the Agreement;

3) SFU WILL:

- a) At its discretion, withhold from the fees owed to the Contractor, any amount sufficient to cover all costs associated

- with any lien or claim of lien that could arise in connection with the provision of the Services; and
- b) Make available to the Contractor all information in SFU's possession which SFU considers pertinent to the provision of Services;
4. TERMINATION
- a) If SFU terminates this Agreement for any reason other than the Contractor's failure to comply with this Agreement, SFU will pay the Contractor the portion of the fees and expenses set out in the Agreement which equals the portion of the Services that was completed to the satisfaction of SFU before termination. This payment discharges SFU from all liability to the Contractor under this Agreement;
- b) If the Contractor fails to comply with this Agreement, SFU may, in addition to terminating this Agreement, pursue any remedies it considers necessary;
- c) SFU shall provide to the Contractor 30 business days' written notice of the termination date of this Agreement.
- d) SFU may terminate this Agreement for convenience at any time without cause, penalty or damages.
- e) SFU may terminate this Agreement for any breach of condition of the Agreement by the Contractor, provided that the Contractor does not cure such breach within ten (10) business days of written notice from SFU of such breach.
- f) SFU may terminate this Agreement for repeated or persistent faulty work or performance by the Contractor, provided that the Contractor does not cure such breach within ten (10) business days of written notice from SFU of such breach.
- g) SFU may terminate this Agreement for failure of the Contractor to perform the Services when time is of the essence.
- h) SFU may terminate this Agreement for failure of the Contractor to meet described milestone events as required by the Agreement, provided that the Contractor does not cure such breach within ten (10) business days of written notice from SFU of such delay.
- i) SFU reserves all legal rights and remedies available in the event of termination including the right of set off.
5. Time is of the essence in this agreement.
6. Any type of notice to be effective will be in writing and either:
- Delivered by hand;
 - mailed by prepaid registered mail; or
 - facsimile
 - emailed or delivered by other electronic media agreed to by both parties.
7. Any attachments hereto are considered an integral part of this Agreement.
8. Where a party is a corporation, that party represents and warrants to the other party that it has authorized its signatory to enter into and execute this Agreement without affixing its corporate seal.
9. All amendments or modifications to this Agreement must be in writing and signed by all parties.
10. Contractor expressly warrants that the goods and or work to be furnished and the productions thereof do not and will not infringe, any patent, copyright or industrial design and that the Contractor shall at its own expense, defend any suit that may arise in respect hereto and hold harmless and indemnify SFU against all claims, demands, costs, charges and expenses arising from or incurred by any such infringement.
11. Freedom of Information and Protection of Privacy Act (FOIPPA): SFU is subject to legislation governing the protection of personal information and as such, SFU records are subject to access under this Act. The Act governs the collection, use, retention, security and disclosure of personal information managed by the public organizations. The Act also applies to all electronic information accessed or returned by the Contractor. If documents submitted to SFU contain protected, proprietary or confidential information, identify the specific issue or information and provide supporting reasons of why SFU should NOT release this information if requested by a FOIPPA inquiry.
12. Agreement will be governed, construed and interpreted by the laws and courts of the Province of British Columbia.
13. Any legal dispute out of or in connection with this Agreement, or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be resolved through mediation.
14. This Agreement is not exclusive, nor does it warrant or guarantee any future business or any automatic renewal of Term.
15. Notwithstanding any other provisions of this Agreement, if funds anticipated for the continued fulfilment of this Agreement are not forthcoming or insufficient either from the failure of the British Columbia government or Federal government, SFU shall have the unilateral right to terminate this Agreement without penalty.
16. The provisions of this Agreement shall enure to the benefit of and be binding upon the Contractor, the Contractor's heirs, executors, administrators and assigns and SFU's successors and assigns.

000014



Contract # 200678

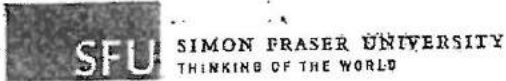
AMENDMENT # 1

<p>BETWEEN: Simon Fraser University (“SFU”)</p> <p>8888 University Drive Burnaby BC V5A 1S6</p>	<p>AND: Travel Healthcare Insurance Solutions Inc. doing business as Guard.me (the “Contractor”) at the following address:</p> <p>405—300 John Street, Thornhill, Ontario Canada L3T 5W4</p>
<p>Contact: Lindsay Neilson Associate Director, International Services for Students Ph: 778.782.7219 Fax: 778.782.5880 Email: Lindsay_neilson@sfu.ca</p>	<p>Contact: Clark Hortsing Vice President Sales and Marketing Ph: 905.731.8140 Fax: 905.731.6676 Email: clark@guard.me</p>

SFU and the Contractor agree to the following:

1. This amendment is being issued to correct the following insurance coverage: Reference Appendix A, Scope and Requirements, paragraph (6) “Coverage of pre-existing conditions up to a maximum of \$10,000.”
2. All other conditions remain the same.

000015



SIGNED AND DELIVERED by or on behalf of the Contractor (or by a signatory of the Contractor if a Corporation). (Printed name of signatory)

Lindsay Neilson
(Printed name of department or program contact)

M.A. Brown

[Signature]
(Signature)

[Signature]
(Signature)

Sept. 18/12
(Date)

Sept 10 2012
(Date)

Director Int'l Services
(Title) for students.

EXECUTIVE VICE PRESIDENT
(Title)

Note: Final agreement authorization and Agreement commitments are subject to SFU Policy for Signing Authorizations # B10.11.

The parties, intending to be legally bound, have executed this Agreement:

SIGNED AND DELIVERED by or on behalf of SFU by an authorized signatory.

[Signature]
(Procurement Services)

9/18/12
(Date)