June 4, 2018

Dear [Redacted],

Re: Your request for access to information under Part II of the Access to Information and Protection of Privacy Act, our file # TCII/17/2018

On May 4, 2018 Tourism, Culture, Industry and Innovation received your request for access to the following records:

I am requesting information related to the upcoming legalization of cannabis in Newfoundland & Labrador and plans to provide training in support of the new industry.
It is my understanding that a contract (referred to herein as "the contract") has been awarded to Bluedrop Performance Learning (or affiliate) by the Newfoundland and Labrador Liquor Corporation (NLC) to develop, maintain and/or deliver training related to cannabis-related services (i.e., distribution, management, etc).
Please provide the following information:

1) Please confirm if such a contract was awarded to Bluedrop or a different company. If there is such a contract...

2) Was there a Tender or Request For Proposals made by NLC or the provincial government before awarding?
   a) If so, where and when was it posted? How many respondents were there to the RFP/Tender?
   b) What is the duration of "the contract"?
   b) If not, what rationale was used to sole source this service?

3) Please provide a copy of "the contract" along with costing information, services to be provided and measurables. If there was no such contract...

4) Does government intend to issue an RFP/Tender request for this service? If so, when?
Please be advised that the Deputy Minister for the Department of Tourism, Culture, Industry and Innovation has reviewed this request and the Department has no records responsive to your request.

You have outlined in your request that it is your understanding that a contract was awarded to Bluedrop Performance Learning ("Bluedrop") by the Newfoundland Liquor Corporation (NLC) to develop, maintain and/or deliver training to cannabis-related services. To clarify, Bluedrop does not have a contract with NLC to develop, maintain and/or deliver training to cannabis-related services. There is no contract awarded to that specific purpose. There is a contribution agreement between Tourism, Culture, Industry and Innovation (TCII) with Bluedrop for a four year demonstration project of SkillsPass NL, a tech solution that facilitates relevant and on demand skills training to workers and businesses. NLC is not a party to the agreement, but rather a participant in the demonstration project.

On May 29th, 2018 the Government of Newfoundland and Labrador publically announced support for Bluedrop for a four year demonstration project of SkillsPass NL, a tech solution that facilitates relevant and on demand skills training to workers and businesses. As this is a demonstration project rather than a service acquisition there is no RFP. Bluedrop has been deemed a high growth firm through the Accelerated Growth service initiative and government has provided a contribution to its demonstration project to allow the firm to scale up to reach international markets. This contribution agreement is considered a funding contribution not a service acquisition.

TCII is unaware of any future considerations for services related to cannabis training.

While the contribution agreement is not responsive to your request, I have attached a copy for your convenience. Please note some third party information has been redacted.

Please be advised that you may ask the Information and Privacy Commissioner to review the processing of your access request, as set out in section 42 of the Access to Information and Protection of Privacy Act (the Act). A request to the Commissioner must be made in writing within 15 business days of the date of this letter or within a longer period that may be allowed by the Commissioner.

The appeal may be addressed to the Information and Privacy Commissioner as follows:

Office of the Information and Privacy Commissioner  
2 Canada Drive  
P. O. Box 13004, Stn. A  
St. John’s, NL A1B 3V8  
Telephone: (709) 729-6309  
Toll-Free: 1-877-729-6309  
Facsimile: (709) 729-6500

You may also appeal directly to the Supreme Court Trial Division within 15 business days after you receive the decision of the public body, pursuant to section 52 of the Act.
If you have any further questions, please feel free to contact me phone at (709) 729-3356 or by e-mail at heatherbrown@gov.nl.ca

Sincerely,

[Signature]

Heather Brown
ATIPP Coordinator
Access or correction complaint

42. (1) A person who makes a request under this Act for access to a record or for correction of personal information may file a complaint with the commissioner respecting a decision, act or failure to act of the head of the public body that relates to the request.

(2) A complaint under subsection (1) shall be filed in writing not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) A third party informed under section 19 of a decision of the head of a public body to grant access to a record or part of a record in response to a request may file a complaint with the commissioner respecting that decision.

(4) A complaint under subsection (3) shall be filed in writing not later than 15 business days after the third party is informed of the decision of the head of the public body.

(5) The commissioner may allow a longer time period for the filing of a complaint under this section.

(6) A person or third party who has appealed directly to the Trial Division under subsection 52 (1) or 53 (1) shall not file a complaint with the commissioner.

(7) The commissioner shall refuse to investigate a complaint where an appeal has been commenced in the Trial Division.

(8) A complaint shall not be filed under this section with respect to

(a) a request that is disregarded under section 21;

(b) a decision respecting an extension of time under section 23;

(c) a variation of a procedure under section 24; or

(d) an estimate of costs or a decision not to waive a cost under section 26.

(9) The commissioner shall provide a copy of the complaint to the head of the public body concerned.
Direct appeal to Trial Division by an applicant

52. (1) Where an applicant has made a request to a public body for access to a record or correction of personal information and has not filed a complaint with the commissioner under section 42, the applicant may appeal the decision, act or failure to act of the head of the public body that relates to the request directly to the Trial Division.

(2) An appeal shall be commenced under subsection (1) not later than 15 business days

(a) after the applicant is notified of the decision of the head of the public body, or the date of the act or failure to act; or

(b) after the date the head of the public body is considered to have refused the request under subsection 16 (2).

(3) Where an applicant has filed a complaint with the commissioner under section 42 and the commissioner has refused to investigate the complaint, the applicant may commence an appeal in the Trial Division of the decision, act or failure to act of the head of the public body that relates to the request for access to a record or for correction of personal information.

(4) An appeal shall be commenced under subsection (3) not later than 15 business days after the applicant is notified of the commissioner’s refusal under subsection 45 (2).
Contribution Agreement

THIS AGREEMENT made effective as of the 27 day of March, 2018 ("Agreement Date")

BETWEEN:

HER MAJESTY IN RIGHT OF NEWFOUNDLAND AND LABRADOR, as represented by the Minister of Tourism, Culture, Industry and Innovation ("Minister")

AND:

BLUEDROP LEARNING NETWORKS INC. a body corporate organized and existing under the Canada Business Corporations Act and having its head office at 18 Prescott Street, St. John's, NL A1C 3S4 ("Bluedrop")

WHEREAS Bluedrop has requested funding from the Minister to demonstrate SkillsPass NL in the Province of Newfoundland and Labrador;

AND WHEREAS Bluedrop is interested in demonstrating its Bluedrop 360 platform as a cloud based mobile, as a hosted solution together with hosting, support and security services to the Minister for use by Newfoundland and Labrador labour force participants;

AND WHEREAS Bluedrop provides additional support to complement its platform such as courseware development, technology, adoption and content consulting which the Minister may desire; and

AND WHEREAS Bluedrop, as a named Accelerated Growth Company, has sought the Minister’s support and assistance to demonstrate the capabilities and benefits of its technology across an entire jurisdiction with the aim to improve the product offering and sell the system to other similar jurisdictions, unions, training providers and private business around the world;

THE PARTIES, in consideration of the respective covenants and agreements contained in this Agreement and for good and valuable consideration of which the receipt and sufficiency are acknowledged, mutually agree:

1. DEFINITIONS AND INTERPRETATION

1.1 In addition to those terms defined elsewhere in this Agreement, the following terms as recited in this Agreement have the meanings as set out below:

(a) "Adoption and Awareness Services" means the provincial adoption and awareness services performed by Bluedrop under this Agreement in relation to the SkillsPass NL Program, as outlined in the Statement of Work;

(b) "Agreement" means this Contribution Agreement and Schedules to or in amendment or confirmation of this Agreement;

(c) Agreement Date" means, the date the Agreement is signed;
(d) "Bluedrop 360" means the mobile compatible cloud-based learning management and performance support system owned and operated by Bluedrop Learning Networks Inc., which system includes, but is not limited to, the ability to register users for events, provide lifelong learning records for users, host content, track and add resources, manage classroom training schedules, take attendance, assign grades and facilitate collaboration amongst members. Bluedrop 360 also includes Technical Support for Users;

(e) "CAD" means Canadian Dollar, the currency in which the Agreement will be paid as outlined in Schedule A;

(f) "Cloud Services" means all of the services associated with or necessary for the operation, provision, maintenance and support of Bluedrop 360 and its offering as a cloud-based service in accordance with this Agreement, including, without limitation, hosting of the Bluedrop 360, support and maintenance of the operations thereof, and security of the systems and content thereon;

(g) "Content Development" means the content development services performed by Bluedrop under this Agreement in relation to the SkillsPass NL Program, as outlined in the Statement of Work;

(h) "Demonstration Project" means the customization, configuration, setup, implementation and roll out work performed by Bluedrop under this Agreement in relation to the SkillsPass NL Program as outlined in the Scope Statement of Work;

(i) "Demonstration Project Expansion" has the meaning set forth in Section 2.6;

(j) "Demonstration Term" begins on the Agreement Date and, unless sooner terminated as provided for in this Agreement, ends four (4) years from the Agreement Date;

(k) "End User Policies" includes, but is not limited to all User licence agreements, privacy and security policies and any necessary consents;

(l) "Government of Newfoundland and Labrador Authorized Users" means any workers in any mainline Government of Newfoundland and Labrador department and workers in the Newfoundland and Labrador Liquor Corporation and the College of the North Atlantic including but not limited to administrative staff, system administrators, training providers, trainers, inspectors, and anyone else that is employed by the Government of Newfoundland and Labrador and authorized or otherwise permitted by the Government of Newfoundland and Labrador to use Bluedrop 360 for the SkillsPass NL Program, and includes the Government of Newfoundland and Labrador Service Providers;

(m) "Government of Newfoundland and Labrador Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, courses and other content and material, in any format, created, developed, produced, obtained, or owned by the Government of Newfoundland and
Labrador and used in the Demonstration Project, other than such content and material created, owned or licensed by Bluedrop;

(n) "Government of Newfoundland and Labrador Service Providers" means third party service providers of the Government of Newfoundland and Labrador that provide services on behalf of and are authorized or otherwise permitted by the Government of Newfoundland and Labrador to use Bluedrop 360 for the SkillsPass NL Program, including, without limitation, third party training providers, trainers and inspectors;

(o) "Go Live Date" means, with respect the Statement of Work, the date on which Bluedrop provides to the Government of Newfoundland and Labrador a configured and functional version of the SkillsPass NL Program that includes increasing levels of the functionality listed in the Statement of Work. The date on which the functionality and features defined in the Statement of Work are operational is the Go Live Date, whether or not the Government of Newfoundland and Labrador has authorized Users to begin use of the SkillsPass NL Program. Bluedrop will use commercially reasonable efforts to meet the functionality criteria for the Go Live date and to meet the functionality criteria.

(p) "Intellectual Property" means any and all industrial, intellectual property and/or proprietary rights and all other such rights as recognized at law, and whether or not statutorily protected or capable of being protected under statute, including, without limitation, patents, copyrights, industrial designs, trademarks, service marks, trade secrets, moral and contract rights, in any country or jurisdiction in the world, and any and all registrations, initial applications, renewals, extensions, continuations, divisions, re-examinations and reissues thereof now or hereafter in force, including any rights in confidential information;

(q) "Job Search Success Courseware" means the job search success content that is developed and co-owned by Bluedrop and the Department of Advanced Education, Skills and Labour.

(r) "Minimum Browser and System Requirements" means minimum browser and system requirements needed to support the Services which, as at the Effective Date are; browser requirements: Internet Explorer 11 and higher, Mozilla Firefox 39 and higher, Google Chrome 44, and higher Safari 6 and higher, system requirements operating system; Windows 7 or higher, OS X Yosemite 10.10 or higher; system requirements hardware: Intel premium 4 processor or higher compatible with SSE2, 1GB RAM or higher, and include such other minimum browser and system requirements as may be reasonably set by Bluedrop from time to time throughout the Term.

(s) "Parties" means the Minister and Bluedrop and "Party" means either one of them as applicable in the context.

(t) "Representatives" means with respect to a Party, that Party's and its affiliates' respective employees, officers, directors, consultants, agents, independent contractors, and professional advisors.

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(u) "Schedules" means Schedule A, B, C, C.1, D, E and any new Schedules that are appended to this Agreement by amendment to the Agreement as per the process outlined herein. The Schedules are incorporated by reference as though contained in the body of this Agreement. For clarity, a Schedule may add additional terms, obligations and benefits to this Agreement. Unless expressly stated otherwise in a Schedule, wherever any term or condition, express or implied, of a Schedule conflicts or is at variance with any term or condition in the body of this Agreement, such term or condition in the body of this Agreement prevails. The Parties may substitute revised, or add new, Schedules to this Agreement at any time by mutually agreeing to, signing and attaching a dated copy to this Agreement, which revised or new Schedule shall from such date be the applicable Schedule.

(v) "Services" means all of the services provided by Bluedrop hereunder, namely (i) use of Bluedrop 360, (ii) the Cloud Services, (iii) the Technical Support, (iv) the Implementation Services, (v) the Adoption and Awareness Services, (vi) the Content Development and (vii) any Demonstration Project Expansion.

(w) "SkillsPass NL Program" means the program developed by Bluedrop to demonstrate to the Government of Newfoundland and Labrador for use by eligible labour force participants, that is designed to manage and approve training providers and trainers, and track trainees and training under the certification training standards within the province of Newfoundland and Labrador. To accomplish this Bluedrop will be implementing the "Bluedrop Learning Series: Interactive regulatory, compliance and upskilling credentials for workforce competitiveness."

(x) "SkillsPass NL" will allow for the testing, validation, and market feedback of all the content and related technology of Bluedrop’s proprietary "Bluedrop Learning Series: Interactive regulatory, compliance and upskilling credentials for workforce competitiveness." Bluedrop continues to develop this product at its own expense and Skillspass NL will support them by providing an environment to test and validate the product.

(y) "Standards Agreement" means the standards agreement set out for SkillsPass NL Program in Schedule B.

(z) "Statement of Work" means the statement of work described in Schedule D.

(aa) "Technical Support" means the technical support for Users during the SkillsPass NL Demonstration Term as outlined in the Standards Agreement.

(bb) "Term" has the meaning ascribed thereto in Section 14.1.

(cc) "Third Party Content" means all text, files, images, graphics, illustrations, information, data, audio, video, photographs, courses and other content and material, in any format made available to the Government of Newfoundland and Labrador through, within, or in conjunction with the Government of Newfoundland and Labrador use of the Services, other than such content and material created, owned or licensed by Bluedrop. For greater certainty, such
content and material may include the Government of Newfoundland and Labrador Content. For clarity, third party software that is incorporated into Bluedrop 360 or used to provide the Cloud Services is considered part of Bluedrop 360 and the Services and not considered Third Party Content.

(dd) "User" means: (i) a person, including, without limitation, a training provider, a trainer, an individual trainee or an employer, that registers on Bluedrop 360 for purpose of accessing SkillsPass NL Program; and (ii) Government of Newfoundland and Labrador Authorized Users.

(ee) "User Data" has the meaning ascribed thereto in Section 6.1.

(ff) "Workplace Productivity Courseware" means the workplace productivity content that is developed and owned by Bluedrop.

1.2 Time

Unless the contrary otherwise appears, the computation of time under this Agreement is governed by the following:

(a) Where the time limited for the doing of a thing expires or falls upon a Saturday, Sunday or holiday, the thing may be done on the day next following that is not a Saturday, Sunday or holiday.

(b) Where there is a reference to a number of days, between two events, in calculating the number of days there shall be excluded the day on which the first event happens and included the day on which the second event happens.

(c) Where a time is expressed to begin or end at, on, or with a specified day, or to continue to or until a specified day, the time includes that day.

(d) Where a time is expressed to begin after or to be from a specified day, the time does not include that day.

(e) Where anything is to be done within a time after, from, of or before a specified day, the time does not include that day.

(f) Where any limited time less than six days from or after any day or event is appointed or allowed for doing any act or taking any proceeding, Saturdays, Sundays and holidays shall not be reckoned in the computation of the limited time.

2. SCOPE OF DEMONSTRATION PROJECT

2.1 In consideration for the contribution of funds, Bluedrop agrees to demonstrate SkillsPass NL Program in accordance with this Agreement as a proof of concept platform.

2.2 The Minister agrees to enter into this Agreement to assist in the demonstration of SkillsPass NL Program, developing content from participating Government of
Newfoundland and Labrador departments and select government agencies including the Newfoundland and Labrador Liquor Corporation and the College of the North Atlantic content, at the discretion of the Minister.

2.3 Subject to the terms and conditions of this Agreement, and in consideration for the funding contribution, Bluedrop hereby grants to the Minister, for the Term, a non-exclusive, non-transferable, limited right for the Government of Newfoundland and Labrador, Government of Newfoundland and Labrador Authorized Users, Users (subject to Section 6.1) and Government of Newfoundland and Labrador Service Providers (subject to Section 2.5), solely for the purpose of the utilizing the SkillsPass NL Program, unlimited access and use to Bluedrop 360, including its key modules and features, as described in the Statement of Work.

2.4 Subject to the terms and conditions of this Agreement, and, Bluedrop agrees to provide in-kind to the Minister: (i) Bluedrop’s Workplace Productivity Courseware, (ii) Job Search Success Courseware (iii) 60 hours of interactive workforce regulatory driven credentials (iv) unlimited annual licensing during the Term for Bluedrop 360, as described in Statement of Work;

2.5 The Parties acknowledge and agree that no Government of Newfoundland and Labrador Service Provider shall have any right to access, display or use the SkillsPass NL Program unless the Service Provider has agreed in writing in advance: (a) to be bound by at least the same restrictions with respect to the Services as the Minister, and (b) to use, access and display Bluedrop 360 and SkillsPass NL Program solely for the benefit of the Government of Newfoundland and Labrador and as necessary to perform the Service Provider’s authorized duties for or on behalf of the Minister. Any rights granted hereunder with respect to the Government of Newfoundland and Labrador Service Providers shall expire or terminate immediately upon the expiration or termination of this Agreement in accordance with its terms.

2.6
2.7 The Parties acknowledge that e-commerce capability is included in Bluedrop 360 which provides Users with the ability to register and complete financial transactions online for courses offered on the SkillsPass NL Program. Any e-commerce is not in scope.

2.8 Notwithstanding anything else contained in this Agreement, the Parties agree that Bluedrop shall be entitled to sell its services, to the Government of Newfoundland and Labrador directly or SkillsPass NL Users. The Minister will not require, endorse, warrant, or fund such other services.

2.9 Bluedrop is not responsible to provide out of scope work, unless otherwise agreed to in writing by the Parties.

2.10

3. DEMONSTRATION PROJECT SPECIFICATIONS

3.1 The requirements for the SkillsPass NL Program shall be those outlined in the Statement of Work.

3.2 Throughout the Term, Bluedrop shall ensure that the Services and Bluedrop 360 materially conform to and are provided in all material respects in accordance with the Statement of Work.

3.3 In carrying out the Demonstration Project, Bluedrop shall be responsible for ensuring Bluedrop 360 meets the specifications in Statement of Work.

3.4 Bluedrop may make changes or updates to Bluedrop 360 and the Cloud Services offered with Bluedrop 360 in order to improve the quality of the Bluedrop 360 system and the features and functionalities available thereon (such as infrastructure, security, technical configurations, application features, etc.) during the Term, including to reflect changes in technology, industry practices, patterns of system use, feedback from users, and availability of Third Party Content, provided, however, that such changes will not during the Term result in the loss of any material features or functionality, or any material reduction in the level of, or material disruption to the, performance, security or availability of the Services or Bluedrop 360 as provided for in the Agreement nor require any material retraining for Users. Any such changes or updates shall not limit Bluedrop’s obligations hereunder to comply with this Agreement.
3.5 In order to access SkillsPass NL Program, computer hardware and software must meet the Minimum Browser and System Requirements. Bluedrop bears no liability or responsibility if Users cannot use the SkillsPass NL Program due to a failure to meet such Minimum Browser and System Requirements.

3.6 EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT, BLUEDROP MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO BLUEDROP 360 OR THE SERVICES, INCLUDING QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO BLUEDROP AGENT OR EMPLOYEE IS AUTHORIZED TO MAKE ANY EXPANSION, MODIFICATION OR ADDITION TO THIS LIMITATION AND EXCLUSION OF WARRANTIES IN THIS AGREEMENT. To the extent Bluedrop 360 utilizes Internet systems to transmit data or communications, Bluedrop disclaims any liability for interception of any such data or communications, including of encrypted data not solely due to Bluedrop’s breach of its obligations hereunder. The Minister agrees that Bluedrop shall have no responsibility or liability for any damages arising in connection with access to or use of Bluedrop 360 by the Government of Newfoundland and Labrador or Users other than as authorized by this Agreement. Bluedrop is also not responsible for the security, reliability or continued availability of the telephone lines and equipment outside of Bluedrop’s direct control used to access Bluedrop 360.

4. USER COMPLIANCE

4.1 The Parties acknowledge and agree that Users shall be required to comply with Bluedrop’s End User Policies. Bluedrop shall be responsible for ensuring that the End User Policies are and remain throughout the Term accurate and compliant with applicable law. Users shall be required to accept such policies prior to using the Services and at any time that the End User Policies are amended.

4.2 Bluedrop will not integrate with any existing Government of Newfoundland and Labrador software as part of this Agreement. Bluedrop will, upon the Minister’s request, provide Applicable Programming Interfaces (“APIs”) that will feed input data into existing Government of Newfoundland and Labrador systems.

4.3 The Minister agrees not to use, and the End User Policies shall require Users not to utilize any part of Bluedrop 360 or the Services to upload, email, post, publish or otherwise transmit any material, including User Data, Government of Newfoundland and Labrador Content and Third Party Content, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail “junk mail”, “spam” or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Bluedrop under this Agreement, Bluedrop reserves the right, but has no obligation, to take remedial action if any material violates the restrictions in the foregoing sentence by removing or disabling access to such material. Bluedrop shall have no liability to the Minister in the event that Bluedrop takes such action. The Minister shall have sole responsibility for the accuracy, quality,
integrity, legality, reliability, appropriateness and ownership of all Government of Newfoundland and Labrador Content and Third Party Content. The Minister agrees to defend and indemnify Bluedrop against any claim arising out of a violation of the Minister’s obligation under this Section.

4.4 The Government of Newfoundland and Labrador is required to accept all patches, bug fixes, updates, maintenance and service packs (collectively, “Patches”) necessary for the proper function and security of the Services, provided, that such changes will not during the Term result in the loss of any material features or functionality, or any material reduction in the level of, or material disruption to the, performance, security or availability of the Services or Bluedrop 360, including any features or functionality thereof customized for SkillsPass NL, nor require any material retraining for Users. Bluedrop shall ensure that no Patches have any of the foregoing effects and the issuance of a Patch shall not limit Bluedrop’s obligations hereunder.

4.5 Notwithstanding anything else contained in this Agreement, the Government of Newfoundland and Labrador shall be entitled to use the SkillsPass NL Program and the Services solely in association with programming and services provided to Users under the jurisdiction of the Government of Newfoundland and Labrador. The Government of Newfoundland and Labrador shall not use the SkillsPass NL Program or the Services in any way in association with programming and services delivered to Users who are not under the jurisdiction of the Government of Newfoundland and Labrador. However, the Minister authorizes other provinces or territories to use the SkillsPass NL Program under the same terms and conditions of this Agreement to deliver programming or services to Users under the jurisdiction of the Government of Newfoundland and Labrador.

4.6 With respect to Government of Newfoundland and Labrador Content provided in the SkillsPass NL Program, the Minister shall be responsible for identifying, authenticating and terminating all Users, and for approving access levels for all User types to the Services. Bluedrop is not responsible for any harm caused by Users, including Government of Newfoundland and Labrador Authorized Users, who were not authorized to have access to the Services but who were able to gain access because accounts were not terminated on a timely basis. The Minister agrees to notify Bluedrop promptly upon discovery of any unauthorized use. The Minister agrees to co-operate with all reasonable requests of Bluedrop to prevent unauthorized third parties from accessing the SkillsPass NL Program.
4.7 Nothing in this Agreement shall be construed as a grant to the Minister of any right to, and the Minister shall not, and shall not permit any third party to: (i) reproduce any of Bluedrop 360 or any portion thereof except as authorized by Bluedrop; (ii) distribute, disclose or allow use of any of Bluedrop 360, or any portion thereof, in any format, through any timesharing service, service bureau, network or by any other means, to or by any third party; (iii) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas or algorithms of Bluedrop 360 in any manner; (iv) create derivative works from, modify or alter any of Bluedrop 360 in any manner whatsoever; (v) use or access Bluedrop 360 in a manner, or act otherwise in any manner, that could damage, disable, overburden, or impair any Bluedrop 360 servers or the networks connected to any Bluedrop 360 server; (vi) interfere with any third party’s use and enjoyment of Bluedrop 360; or (vii) attempt to gain unauthorized access to Bluedrop 360, accounts, computer systems, or networks connected to any Bluedrop 360 server through hacking, password mining, or any other means.

4.8 The number of permitted Users within the Province of Newfoundland and Labrador is unlimited. The Minister acknowledges and agrees that each User shall access and use the SkillsPass NL Program through a unique and reasonably secure username/user identification and password. Except for Government of Newfoundland and Labrador’s system administrators where reasonably necessary for administrative or security purposes, no User may use the username/user identification or password of any other User.

5. **THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES**

5.1 The Services may enable the Government of Newfoundland and Labrador to link to, transmit Government of Newfoundland and Labrador Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Bluedrop does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services and the Minister bears all risks associated with the Government of Newfoundland and Labrador’s access to and use of such web sites and Third Party Content, products, services and information.

5.2 Any Third Party Content made accessible by Bluedrop in or through Bluedrop 360 is provided on an “as-is” and “as available” basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and the Minister acknowledges that Bluedrop is not responsible for and under no obligation to control, monitor or correct Third Party Content. However, Bluedrop reserves the right to take remedial action if any such content violates applicable restrictions under this Agreement, including the removal of, or disablement of access to, such content. Upon written request by the Minister, Bluedrop shall remove or disable Users’ access to any Third Party Services (as hereinafter defined) or Third Party Content provided as part of the SkillsPass NL Program, as deemed necessary by the Minister, in the Ministers’s sole discretion.

5.3 The Minister acknowledges that (i) the nature, type, quality and availability of Third Party Content may change at any time during the Term and (ii) features of the Services that
interoperate with third parties such as Facebook, YouTube, and Twitter etc. (each a "Third Party Service"), depend on the continuing availability of, such Third Party Content, Third Party Services, or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by BlueDrop in its sole discretion, BlueDrop may cease providing access to the affected Third Party Content or Third Party Services without any liability to the Minister. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Term does not affect the Minister’s obligations under this Agreement, and the Minister will not be entitled to any compensation due to any such changes provided, the changes will not result in the loss of any material features or functionality, or any material reduction in the level of, or material disruption to the performance, security or availability of BlueDrop 360, including any features or functionality thereof customized for the Government of Newfoundland and Labrador, nor require any material retraining for Users.

5.4 Third Party Content provided or uploaded to BlueDrop 360 by Users will be subject to the End User Policies.

6. PROTECTION OF PERSONAL INFORMATION

6.1 All information submitted by Users in the course of using, or relating to Users’ use of, the SkillsPass NL Program ("User Data") shall be owned by the User and is subject to the End User Policies.

6.2 Subject to applicable laws and the End User Policies, BlueDrop will make available to Minister or representative such User Data as is applicable to the Government of Newfoundland and Labrador as a SkillsPass participating employer and/or training provider.

6.3 BlueDrop is responsible to ensure the compliance with and satisfaction of the applicable legislative requirements and professional standards relating to the treatment of User Data by BlueDrop, its employees, officers, associates, and/or sub-contractors.

6.4 To assist and further ensure compliance with this Article, BlueDrop shall have in place and follow the appropriate systems, processes, protocols and policies to maintain the physical and electronic security of all User Data, including but not restricted to the following:

(a) at minimum, using the same level of physical and electronic security as BlueDrop employs to avoid disclosure or dissemination of BlueDrop’s own confidential information, to prevent the disclosure of any of the User Data to any third party, or to any of its employees, officers, associates, and/or sub-contractors other than those who are required to have access to properly perform the Services under this Agreement;

(b) establish and maintain reasonable security policies, standards and safeguards to prevent unauthorized access, collection, use, disclosure or disposal of the User Data; and
(c) satisfaction of the foregoing commitments includes, but is not restricted to, compliance with the requirements set out in Schedule E, unless otherwise advised by the Minister, which includes complying with all alterations or updates of Schedule E as may be provided to Bluedrop from time to time.

7. **CONFIDENTIALITY OF THE GOVERNMENT OF NEWFOUNDLAND AND LABRADOR INFORMATION**

7.1 For the purposes of this Agreement “Government of Newfoundland and Labrador Confidential Information” means information in any form or medium (whether oral, written, electronic or other) that the Government of Newfoundland and Labrador treats as confidential or proprietary, and which is marked or otherwise identified as “confidential” or should otherwise reasonably be understood as such, including:

(a) all communications and instructions from the Minister respecting the Demonstration Project;

(b) all information acquired by Bluedrop respecting policy development, business decisions, internal deliberations and any other aspect of the internal decision-making process of the Minister;

(c) all information concerning the Government of Newfoundland and Labrador disclosed directly to Bluedrop during the Demonstration Term; and

(d) all information that is developed by Bluedrop based upon the Government of Newfoundland and Labrador Confidential Information.

7.2 The Government of Newfoundland and Labrador Confidential Information does not include information that Bluedrop can demonstrate by written or other documentary records: (a) was rightfully known to Bluedrop without restriction on use or disclosure prior to such information’s being disclosed or made available to Bluedrop in connection with this Agreement; (b) was or becomes generally known by the public other than by Bluedrop or any of its Representatives’ noncompliance with this Agreement; (c) was or is received by Bluedrop on a non-confidential basis from a third party not under any obligation to maintain its confidentiality; or (d) was or is independently developed by Bluedrop without reference to or use of any Government of Newfoundland and Labrador Confidential Information.

7.3 Bluedrop shall: (a) safeguard the Government of Newfoundland and Labrador Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (b) not access or use, or permit the access or use of, the Government of Newfoundland and Labrador Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and (c) except as permitted by Section 7.5, not disclose or permit access to the Government of Newfoundland and Labrador Confidential Information other than to its Representatives who: (i) need to know such Government of Newfoundland and Labrador Confidential Information for purposes of Bluedrop’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Government of
Newfoundland and Labrador Confidential Information and Bluedrop's obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Government of Newfoundland and Labrador Confidential Information as the terms set forth herein.

7.4 Bluedrop shall notify the Minister in writing promptly of any unauthorized disclosure or use of the Government of Newfoundland and Labrador Confidential Information and cooperate with the Minister to protect the confidentiality and ownership of all Government of Newfoundland and Labrador Confidential Information, privacy rights and other rights therein.

7.5 If Bluedrop or any of its Representatives is compelled by applicable law to disclose any Government of Newfoundland and Labrador Confidential Information then, to the extent permitted by applicable law, Bluedrop shall: (a) promptly, and prior to such disclosure, notify the Minister in writing of such requirement so that the Minister can seek a protective order or other remedy; and (b) provide reasonable assistance to the Minister, at the Minister’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

7.6 Upon termination of this Agreement or earlier request, Bluedrop shall return or destroy (as instructed by the Minister) all Government of Newfoundland and Labrador Confidential Information in its possession or control and certify the same to the Minister upon request. Notwithstanding the foregoing, Bluedrop may keep one copy of Government of Newfoundland and Labrador Confidential Information for internal record keeping purposes, provided that any such Government of Newfoundland and Labrador Confidential Information shall be subject to an indefinite confidentiality obligation according to the terms of this Agreement.

7.7 The obligations set forth in this Section 7 shall remain in effect throughout the Term and for two (2) years thereafter.

8. CONFIDENTIALITY OF BLUEDROP INFORMATION

8.1 "Bluedrop Confidential Information" means information in any form or medium (whether oral, written, electronic or other) that Bluedrop treats as confidential or proprietary, and which is marked or otherwise identified as "confidential" or should otherwise reasonably be understood as such, including:

(a) information consisting of or relating to Bluedrop’s technology, trade secrets, know how, business operations, plans, strategies, customers, and pricing.

(b) the terms and conditions of this Agreement, and, for clarity, the following terms are considered sensitive commercial and financial information which is supplied in confidence and which, if disclosure, could reasonably be expected to harm significantly the competitive position of Bluedrop: Section 1 (Definitions), Section 2 (Scope of Demonstration Project), Section 4 (User Compliance), Section 6 (Protection of Personal Information), Section 8 (Confidentiality of Bluedrop Information), Section 10 (Obligations), Section 12 (Intellectual Property), Section 14 (Term, Termination and Expiration, Section 15 (Contribution), Schedule A, Schedule C, Schedule D; and
(c) all information concerning Bluedrop disclosed directly to the Minister during the Demonstration Project; and

(d) all information that is developed by the Government of Newfoundland and Labrador based upon Bluedrop Confidential Information.

8.2 Bluedrop Confidential Information does not include information that the Minister can demonstrate by written or other documentary records: (a) was rightfully known to the Minister without restriction on use or disclosure prior to such information's being disclosed or made available to the Minister in connection with this Agreement; (b) was or becomes generally known by the public other than by the Minister’s or any of his Representatives’ noncompliance with this Agreement; (c) was or is received by the Minister on a non-confidential basis from a third party not under any obligation to maintain its confidentiality; or (d) the Minister can demonstrate by written or other documentary records was or is independently developed by the Minister without reference to or use of any Bluedrop Confidential Information.

8.3 The Minister shall: (a) safeguard the Bluedrop Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care; (b) not access or use, or permit the access or use of, Bluedrop Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement; and (c) except as permitted by Section 8.5, not disclose or permit access to Bluedrop Confidential Information other than to its Representatives who: (i) need to know such Bluedrop Confidential Information for purposes of the Minister’s exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Bluedrop Confidential Information and the Minister’s obligations under this Agreement; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Bluedrop Confidential Information as the terms set forth herein.

8.4 The Minister shall notify Bluedrop in writing promptly of any unauthorized disclosure or use of Bluedrop Confidential Information and cooperate with Bluedrop to protect the confidentiality and ownership of all Bluedrop Intellectual Property Rights, privacy rights and other rights therein.

8.5 If the Minister or any of his Representatives is compelled by applicable law to disclose any Bluedrop Confidential Information then, to the extent permitted by applicable law, the Minister shall: (a) promptly, and prior to such disclosure, notify Bluedrop in writing of such requirement so that Bluedrop can seek a protective order or other remedy; and (b) provide reasonable assistance to Bluedrop, at Bluedrop’s sole cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure.

8.6 Upon termination of this Agreement or earlier request, the Minister shall return or destroy (as instructed by Bluedrop) all Bluedrop Confidential Information in its possession or control and certify the same to Bluedrop upon request.

8.7 The obligations set forth in this Section 8 shall remain in effect throughout the Term and for two (2) years thereafter.
9. **CONFLICT OF INTEREST**

9.1 Bluedrop shall not permit any actual, possible or perceived conflict of interest between the interest of the Minister and/or the Government of Newfoundland and Labrador’s clients and the interest of Bluedrop. Bluedrop shall immediately disclose any such conflict of interest to the Minister in writing. The Minister shall, in his sole discretion, determine if an actual, possible or perceived conflict of interest exists and determine the appropriate course of action to be taken by the Minister and Labrador and/or Bluedrop. The Minister’s decision in this regard shall be final and conclusive. Notwithstanding anything else in this Agreement, it shall not be a conflict of interest within the meaning of this Agreement for Bluedrop to sell other services as per Section 2.8.

9.2 Bluedrop:

(a) shall conduct all duties related to this Agreement with impartiality;

(b) shall not influence, seek to influence, or otherwise take part in a decision of the Minister and/or the Government of Newfoundland and Labrador’s client, knowing that the decision might further its/his/her private interests;

(c) except as expressly permitted in this Agreement, shall not accept any communication, discount, allowance, payment, gift, or other benefit that is connected, directly or indirectly, with the performance of the Demonstration Project, that causes, or would appear to cause, a conflict of interest; and

(d) except as expressly permitted in this Agreement, shall have no financial interest in the business of a third party that causes, or would appear to cause, a conflict of interest in connection with the performance of the Demonstration Project.

10. **OBLIGATIONS**

10.1 In addition to any other responsibilities as outlined in this Agreement, including the Minister’s commitments set out in the Statement of Work, the Minister’s obligations hereunder for the Term are as follows:

(a) The Minister shall use reasonable efforts to ensure that no viruses or similar items are contained in the User Data, Government of Newfoundland and Labrador Content and Third Party Content that the Minister or Representatives provide to Bluedrop for hosting on the Bluedrop 360.

(b) The Minister or Representatives shall be responsible for the accuracy, quality, appropriateness, and legality of the User Data, Government of Newfoundland and Labrador Content and Third Party Content and means by which the Government of Newfoundland and Labrador acquires its data and content.

(c) The Minister or Representatives shall use reasonable efforts to prevent unauthorized access to or use of the SkillsPass NL Program, and notify Bluedrop promptly of any such unauthorized access or use.
(d) The Minister shall: (i) provide Bluedrop with reasonable access to the Government of Newfoundland and Labrador’s premises as appropriate to enable Bluedrop to perform the Demonstration Project; (ii) provide adequate resources to participate in or facilitate the performance of the Demonstration Project; (iii) timely participate in meetings relating to the Demonstration Project; (iv) assign personnel with relevant training and experience to work in consultation with Bluedrop; (v) provide the equipment and software (including obtaining any third party software licenses) required to operate Bluedrop 360 in accordance with, and to otherwise comply with, the Minimum Browser and System Requirements.

10.2 In addition to any other responsibilities as outlined in this Agreement, including the Bluedrop commitments set out in the Statement of Work, Bluedrop’s obligations for the Term hereunder are as follows:

(a) Provide Technical Support for the Services in accordance with the Standards Agreement.

(b) Use commercially reasonable efforts to make the Demonstration Project operational as outlined in the Standards Agreement and the Statement of Work.

(c) Bluedrop shall provide tracking and reporting to the Minister and Representatives in such format and at such time and manner as mutually agreed, but no less than quarterly.

(d) Bluedrop shall ensure that all User Data in electronic form is stored and processed within Canada. Bluedrop’s application code is and will continue to be hosted in Canada and Users will access the application and their personal information using the Canada hosted application code.

(e) User Data will be hosted and processed by Bluedrop on Amazon Web Services’ Elastic Compute Cloud (“EC2”) web service in the Amazon Canada Central Region, with Bluedrop having sole administrative rights. Bluedrop will not move Users Data from one EC2 Region to another EC2 Region, without promptly notifying the Minister of such movement, and always subject to Section 10.2(d). Bluedrop will not move the hosting or processing of Users Data from Amazon Web Services to another provider without the Minister’s prior written consent. A decision regarding consent is to be provided to Bluedrop within 20 calendar days. The replacement provider must provide security not materially less rigorous than that provided by Amazon Web Service.

(f) Bluedrop shall disclose to the Minister without delay any fact or event that Bluedrop becomes aware of which may compromise Bluedrop’s delivery of the Services;

(g) Bluedrop shall not request payment for any charge or fee from the Users to access the SkillsPass NL Program. Users may be required to pay registration or others fees associated with the User’s enrolment in training, workshops, courses or similar e-learning delivered through the SkillsPass NL Program.
(h) Bluedrop shall provide a copy of content developed under this Agreement to the Minister to use and not for resale, with no consideration and no obligation on Bluedrop's part to maintain.

10.3 Both Bluedrop and the Minister agree to comply with all government regulations and to discharge their responsibilities in an efficient and conscientious manner and in accordance with this Agreement.

10.4 Bluedrop is fully and solely responsible for the actions of Bluedrop and Bluedrop's employees, officers, associates, and sub-contractors in performance of the Services and obligations under this Agreement. For greater certainty, Bluedrop may sub-contract some or all of its obligations under this Agreement, provided that any such sub-contracting does not relieve Bluedrop of Bluedrop's responsibilities under this Agreement.

11. REPRESENTATIONS AND WARRANTIES

11.1 The Minister represents and warrants to Bluedrop as follows:

(a) to the Minister's knowledge, after due inquiry (i) the Government of Newfoundland and Labrador Content and Third Party Content that the Minister and Government of Newfoundland and Labrador Authorized Users provide to Bluedrop are either owned (right, title and interest) by the Government of Newfoundland and Labrador or properly licensed to the Government of Newfoundland and Labrador, and (ii) the Government of Newfoundland and Labrador Content and Third Party Content does not infringe any Intellectual Property rights of any third parties;

(b) The Minister has all requisite power, authority and legal right to execute, deliver and perform its obligations under this Agreement and all of such actions have been duly and validly authorized by all necessary proceedings on the part of the Government of Newfoundland and Labrador;

(c) The execution, and delivery by, or on behalf of, the Minister of this Agreement by the persons executing this Agreement, and the performance by the Minister of its obligations under this Agreement have been duly authorized and does not result in the violation of any of the terms and provisions of any agreement to which it is a party or any violation of any law or regulations of Canada or of any province or territory or any municipal bylaw or ordinance or any order or decree of any court or tribunal to which the Province may be subject;

(d) to the Minister's knowledge, after due inquiry, the Government of Newfoundland and Labrador Content and Third Party Content provided by the Minister or Representatives to Bluedrop does not include any viruses or similar items; provided, however, that this warranty shall not apply to the extent that any problem is a result of any misuse, accident, neglect, improper installation or modification by Bluedrop or any third party;
(e) the Minister will comply in all material respects with all applicable laws and regulations in the performance of its obligations under this Agreement;

(f) the execution and delivery of this Agreement by the Minister does not and will not, to the Minister's knowledge, after due inquiry:

(i) violate any applicable law; or

(ii) conflict with or result in a material breach of or default under any agreement or instrument to which the Minister is a party or by which any of its properties is bound; and

(g) to the best of the Minister's knowledge, there is no pending action, suit or threatened proceeding by or before any governmental authority against the Government of Newfoundland and Labrador that in any way affects the Minister's ability to enter into this Agreement or perform any of the Minister's obligations hereunder.

11.2 Bluedrop represents and warrants to the Minister as follows:

(a) The Demonstration Project executed by Bluedrop under this Agreement will be performed in a professional and workmanlike manner, consistent with generally accepted industry standards, using properly trained personnel and in conformance with standards and specifications expressly stated in this Agreement;

(b) Bluedrop has all requisite power, authority and legal right to execute, deliver and perform its obligations under this Agreement and all of such actions have been duly and validly authorized by all necessary proceedings on the part of Bluedrop;

(c) Bluedrop 360 is owned (right, title and interest) by Bluedrop. The Minister and Users use thereof in accordance with this Agreement, do not and will not infringe any Intellectual Property rights of any third parties;

(d) Bluedrop uses and throughout the Term will utilize industry standard security technologies and processes to prevent any viruses or similar security threats. To Bluedrop's knowledge, after due inquiry, Bluedrop 360 do not contain any viruses;

(e) Bluedrop is and will continue during the Term to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador;

(f) Prior to commencing performance of this Agreement and during the Term, Bluedrop must be registered as an employer under the Workplace Health, Safety and Compensation Act and shall comply with the Workplace Health, Safety and Compensation Act and the regulations thereto, as amended from time to time. Prior to commencing performance of this Agreement, Bluedrop must be in good standing with the Government of Newfoundland and Labrador.
and remain in good standing for the Term. Bluedrop authorizes the Minister to obtain confirmation of the same. Bluedrop shall ensure that any sub-contractor is an employer or independent operator under the Workplace Health, Safety and Compensation Act, if applicable and that it will comply with the Workplace Health, Safety and Compensation Act and the Regulations thereto, as amended from time to time, if applicable;

(g) Bluedrop, its employees, officers, associates, and/or sub-contractor shall comply with the Occupational Health and Safety Act, R.S.N.L. 1990, c. O-3, and the Regulations thereto, as amended from time to time, or equivalent legislation and regulations in effect in the jurisdiction in which any such employees, officers, associates or sub-contractors may be located;

(h) Bluedrop will use reasonable commercial efforts to:

(i) conduct business in a professional manner;

(ii) avoid deceptive, misleading or unethical practices that are or might be detrimental to the Minister;

(iii) make no false or misleading representations with regard to the Minister, or the Users;

(iv) not publish or employ, or cooperate in the publication or employment of, any misleading or deceptive advertising material with regard to the Government of Newfoundland and Labrador or the Users; and

(v) make no representations, warranties or guarantees on behalf of the Minister;

(i) the execution and delivery of this Agreement by Bluedrop does not and will not:

(i) violate any applicable law; or

(ii) conflict with or result in a material breach of or default under any agreement or instrument to which Bluedrop is a party or by which any of its properties is bound;

(j) Bluedrop will comply in all material respects with all applicable laws and regulations in the performance of its obligations under this Agreement;

(k) Bluedrop uses and throughout the Term will utilize industry standard security, disaster recovery and backup technologies and processes;

(l) Bluedrop 360 contains multiple user interfaces. The core application, the main interface for Users, meets Web Content Accessibility Guidelines (WCAG) Accessibility requirements. Overall, Bluedrop 360 satisfies the AA level of WCAG Accessibility;

(m) Bluedrop will reasonably co-operate with the Minister, if the Government of Newfoundland and Labrador is affected, by providing Bluedrop’s log files and
other information to the Minister for the purpose of investigating fraudulent or
cyber-security or misuse by third parties originating within Bluedrop’s computing
infrastructure; and

(n) to the best of Bluedrop’s knowledge, there is no pending action, suit or
threatened proceeding against Bluedrop that in any way affects Bluedrop’s
ability to enter into this Agreement or perform any of Bluedrop’s obligations
hereunder.

12. INTELLECTUAL PROPERTY

(a) As between the Parties, the Minister shall remain the sole owner (all right, title
and interest) of all Intellectual Property in the Government of Newfoundland and
Labrador Content. Subject to all terms and conditions of this Agreement, the
Minister hereby grants to Bluedrop, for the Term, a world-wide, non-exclusive,
non-transferable, sublicenseable, royalty-free license to access, use, display,
modify, distribute and publish the Government of Newfoundland and Labrador
Content for the purposes of providing the Services. The Minister represents it
has all necessary rights to grant the license herein.

(b) As between the Parties, Bluedrop is the exclusive owner of all right, title and
interest in and to:

(i) all Intellectual Property of Bluedrop, including but not limited to Bluedrop
360, the Bluedrop 360 brand and the SkillsPass NL Program, any
derivative works thereof and all Intellectual Property rights therein;

(ii) all technical content (including but not limited to computer code, designs,
artwork, inventions, algorithms, know-how, ideas and similar materials
and knowledge), business, financial and other information, knowledge
and materials (whether written, oral, graphic, man or machine
recognizable or visual), text, artwork, pictures, graphics, video, audio, all
Intellectual Property and other data that Bluedrop supplies or discloses to
the Government of Newfoundland and Labrador under this Agreement;

(iii) all modifications and improvements to the Government of Newfoundland
and Labrador Content made by or on behalf of Bluedrop;

(iv) all SkillsPass NL Program courses, courseware, course development and
course content, including without limitation Workplace Productivity
Courseware and Job Search Success Courseware; and

(v) all text, files, images, graphics, illustrations, information, data, audio,
video, photographs, courses and other content and material, in any
format, developed, produced, obtained, licensed or owned by Bluedrop,
other than the Government of Newfoundland and Labrador Content.
(collectively, “Bluedrop IP”) regardless of any participation or collaboration by the Government of Newfoundland and Labrador in the design, development or implementation of any improvements thereto. No title or ownership of Intellectual Rights in and to the Bluedrop IP, or any component thereof, is transferred to the Government of Newfoundland and Labrador or any third parties hereunder. To the extent that any such Intellectual Rights do not otherwise vest in Bluedrop, the Minister hereby agrees to promptly assign such Intellectual Rights to Bluedrop, and to do all other acts reasonably necessary to perfect Bluedrop’s ownership thereof, without additional consideration of any kind.

(c) In the event the Minister discovers or is notified of an actual or suspected infringement or misappropriation of the rights of Bluedrop in or to the Bluedrop IP, or any component thereof, or any unauthorized disclosure of, access to, or use of Bluedrop 360 (each, an “Infringement”), the Minister shall: (i) immediately notify Bluedrop of such known or suspected Infringement; and (ii) terminate such Infringement if and to the extent within the Minister’s control.

(d) Subject to all terms and conditions of this Agreement and during the Term only, each Party grants to the other a non-exclusive, non-transferable, non-sub licensable license to use the other Party’s trademarks solely to indicate on such Party’s respective website, in a format preapproved by the other Party, the collaboration between the Parties as set forth herein. Each Party agrees that:

(i) except as set forth herein, it has no rights, title or interest in or to the other Party’s trademarks; and

(ii) all use of such trademarks will ensure to the benefit of the current owner;

13. INDEPENDENCE

13.1 It is expressly understood and agreed that Bluedrop and the Minister are independent contractors and this Agreement shall not be construed as creating a joint venture, partnership, agency or employment relationship between them, nor shall either Party have the right, power or authority to create any obligation or duty, express or implied, on behalf of the other except as otherwise contemplated herein.

14. TERM, TERMINATION AND EXPIRATION

14.1 This Agreement shall commence on the Agreement Date and, unless terminated earlier in accordance with Section 14.2, end on March 26, 2021 (the “Term”).

14.2 Either Party may terminate this Agreement at any time by giving written notice in any of the following events:

(a) the bankruptcy or insolvency of the other Party;
(b) if either Party is in material default of this Agreement, the other Party may give to the Party in default a notice specifying the default and requiring such party to remedy the default within thirty (30) days after such notice is given (the "Termination Notice"). If the Party in default fails to remedy the default within the specified period, this Agreement shall terminate upon the expiration of the thirty (30) day period.

14.3 Upon termination or expiration of this Agreement, Bluedrop shall:

(a) pay to the Minister any and all monies owing to the Minister by Bluedrop, subject to Bluedrop set-off of any amount due to Bluedrop by the Minister under this Agreement or otherwise;

(b) cause all Services being provided under the Agreement to be discontinued, unless the Minister has provided its express, written consent to the continuation of the Services;

(c) discontinue providing Government of Newfoundland and Labrador access to any User Data and any content provided by the Government of Newfoundland and Labrador;

(d) return or destroy Government of Newfoundland and Labrador Confidential Information pursuant to Section 7.6;

(e) remove all trade names, marks, and logos of the Government of Newfoundland and Labrador which may appear on Bluedrop 360 or its website unless the Minister expressly consents to same remaining on the Bluedrop 360 or its website for purposes outside of the scope of this Agreement; and

(f) provide the Minister with additional transition assistance, if required by the Government of Newfoundland and Labrador, at fair market value for such services.

14.4 Upon termination or expiration of this Agreement, the Minister shall:

(a) pay to Bluedrop any and all monies owing to it by the Minister, subject to the Government of Newfoundland and Labrador's set-off of any amount due to the Minister by Bluedrop under this Agreement or otherwise;

(b) deliver to Bluedrop all Intellectual Property of Bluedrop in the Government of Newfoundland and Labrador’s possession; and

(c) remove all trade names, marks and logos of Bluedrop 360 or Bluedrop which may appear on the Government of Newfoundland and Labrador’s website or promotional materials, unless Bluedrop expressly consents to same remaining on the website or promotional materials for purposes outside of the scope of this Agreement.

14.5 Notwithstanding the foregoing in the event of termination due to breach, the non-breaching Party shall be entitled to all remedies available to it at law or in equity,
including refund of any payments for Services not provided in accordance with this Agreement.

15. CONTRIBUTION

15.1 Funds to be contributed by the Minister to the Demonstration Project shall be in the form of a non-repayable contribution to the maximum amount of $5,000,000.00 CAD (the "Funds"). Funds will be disbursed as set forth in Schedule A unless terminated earlier pursuant to Section 14 herein.

15.2 The funding shall be payable by the Minister pursuant to and in accordance with the payment schedule set forth in Schedule A or as otherwise agreed by the Parties, and shall be due within thirty (30) days of invoice date.

15.3 It is understood and agreed by Bluedrop that all approved funding under this Agreement is subject to the necessary appropriation being made in accordance with the Financial Administration Act, RSNL 1990, c F-8 (as amended).

15.4 Any additional fees for Demonstration Project Expansion such as content development and content maintenance will be mutually agreed to by both parties prior to costs being incurred by Bluedrop. Invoices may be received upon completion of the milestones in relation to such project activity.

15.5 The Minister has secured funding for the project through the Canada-Newfoundland and Labrador Labour Market Development Agreement. The Minister and Bluedrop will work together to comply with any information requirements related to that Agreement.

15.6 The contribution of funds for the SkillsPass NL Program demonstration project does not preclude Bluedrop from applying to the Government of Newfoundland and Labrador for other programs for eligible activity and projects.

16. LIMITATION OF LIABILITY

16.1 To the maximum extent permitted by applicable law, except with respect to gross negligence, willful misconduct, or third party claims required to be indemnified hereunder, neither party’s liability with respect to any single incident arising out of or related to this agreement (whether in contract or tort or under any other theory of liability) shall exceed the amount paid by the Minister hereunder in the 12 months preceding the incident, provided that in no event shall either Party’s aggregate liability arising out of or related to this agreement (whether in contract or tort under any other theory of liability) exceed the total amount paid by the Minister hereunder. The foregoing shall not limit the Minister’s payment obligations. IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT FOR INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT, INTENDED CONDUCT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. **INDEMNITY AND INSURANCE**

17.1 Bluedrop shall indemnify, defend and hold the Minister, government officials, consultants and agents harmless from and against any order, penalty, interest or tax (including reasonable counsel fees and litigation costs) that may be assessed or levied against the Minister as a result of the failure or delay of Bluedrop to remit or file any tax, tax return or tax information required by any law, ordinance or regulation. Without limiting the generality of the foregoing, the Minister shall have no liability or responsibility for the payment of any penalty, interest or tax assessed or levied against Bluedrop as a result of the failure of Bluedrop to charge, collect or remit the tax as required under any applicable legislation.

17.2 Bluedrop shall indemnify, defend and hold the Minister, government officials, consultants and agents harmless from any and all actions, claims, loss, liability, damages, costs, expenses, or penalties (including reasonable counsel fees and litigation costs) arising out of, resulting from or related to Bluedrop's wilful misconduct or grossly negligent act or omission, or any material breach or alleged material breach of this Agreement by Bluedrop, except to the extent caused by the wilful misconduct or grossly negligent act or omission of the Minister. Bluedrop shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed upon in writing, or unless Bluedrop fails to assume its obligation to defend and the Minister is required to do so to protect its interests. The Minister shall provide reasonable cooperation to Bluedrop in connection with such defense.

17.3 Bluedrop shall indemnify, defend and hold harmless the Minister, government officials, consultants and agents from any and all third party actions, claims, loss, liability, damages, costs, expenses, or penalties (including reasonable counsel fees and litigation costs) arising out of, resulting from or related to any allegation by a third party that Bluedrop 360 or the Services infringes on any Intellectual Property right of any third party, except to the extent that the Intellectual Property in respect of which such claim has been brought is the Government of Newfoundland and Labrador Content or was otherwise provided to Bluedrop by the Minister. Bluedrop shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed upon in writing, or unless Bluedrop fails to assume its obligation to defend and the Minister is required to do so to protect its interests. The Minister shall provide reasonable cooperation to Bluedrop in connection with such defense. In the event any such claim or action is brought or alleged against the Government of Newfoundland and Labrador, Bluedrop shall, at its option and expense, either:

(a) procure the right to continue using the alleged infringing Intellectual Property;
(b) modify the alleged infringing portion of the content to become non-infringing;
(c) replace the allegedly infringing portion with a substantially compatible non-infringing portion at no additional charge; or
(d) remove the alleged infringing content or functionality from Bluedrop 360;
provided, that during the Term, the option exercised pursuant to this section will not result in the loss of any material features or functionality, or any material reduction in the level of, or material disruption to the, performance, security or availability of the Services or Bluedrop 360, including any features or functionality thereof customized for the Government of Newfoundland and Labrador, nor require any material retraining for Users. The exercise of any of the forgoing options shall not limit Bluedrop’s obligations to comply with the Agreement.

In the event Bluedrop has not remedied the claim in thirty (30) days or less, the Minister shall have the option to take such action as it deems necessary to remedy the situation and may set off any amounts payable to Bluedrop to offset such costs incurred.

If none of the foregoing alternatives is reasonably available to Bluedrop, Bluedrop may terminate this Agreement and refund to the Minister any prepaid but unearned Fees paid to Bluedrop in advance by the Minister prior to the effective date of the termination.

17.4 Bluedrop shall have no liability to the Minister (or any other person) to the extent that any alleged infringement or claim of infringement is based upon or caused by:

(a) any unauthorized modifications to Bluedrop 360 or the Services by anyone other than Bluedrop, including the Government of Newfoundland and Labrador or any third party users or licensees thereof;

(b) the use of Bluedrop 360 or the Services are in breach of this Agreement or End User Policies;

(c) the Government of Newfoundland and Labrador or any third party users’ continued use of Bluedrop 360 or Services after Bluedrop notifies the Minister to discontinue such use;

(d) use of Bluedrop 360 or Services in combination with other products or services if such claim would have been avoided but for such modification or combination; or

(e) use of a version of Bluedrop 360 other than the most recent version or release provided to the Government of Newfoundland and Labrador by Bluedrop.

17.5 The Minister shall indemnify, defend and hold Bluedrop its officers, directors, employees, consultants and agents harmless from any and all actions, claims, loss, liability, damages, costs, expenses or penalties (including reasonable counsel fees and litigation costs), arising out of, resulting from or related to the Minister’s willful misconduct or grossly negligent act or omission, or any breach or alleged breach of this Agreement by the Minister, except to the extent caused by the willful misconduct or grossly negligent act or omission of Bluedrop, or by reason of any infringement or alleged infringement of any patent, trademark, copyright or trade secret right resulting from any services or content provided by the Minister under this Agreement. The Minister shall have the sole right to conduct the defense of any such claim or action and all negotiations for its settlement or compromise, unless otherwise mutually agreed upon in writing, or unless the Minister fails to assume its obligation to defend and Bluedrop is required to do so to
protect its interests. Bluedrop shall provide reasonable cooperation to the Minister in connection with such defense.

17.6 The Minister shall have no liability to Bluedrop (or any other person) to the extent that any alleged infringement or claim of infringement is based upon or caused by:

(a) any unauthorized modifications to the content by anyone other than the Government of Newfoundland and Labrador, including Bluedrop or any third party users or licensees thereof;

(b) the use of any content in breach of this Agreement or End User Policies;

(c) Bluedrop's customers or any third party users' continued use of the content after the Minister notifies Bluedrop to discontinue such use; or

(d) use of the content in combination with other products or services if such claim would have been avoided but for such modification or combination.

17.7 Each Party has and shall maintain throughout the Term reasonable insurance that is reasonably sufficient to insure its obligations hereunder. Bluedrop shall provide proof of such insurance upon request.

18. **DISPUTE RESOLUTION PROCESS**

18.1 Negotiations

(a) The Minister and Bluedrop will both attempt in good faith to resolve any controversy or claim arising out of or relating to this Agreement promptly by negotiations between representatives of the Parties who have authority to settle the controversy. The disputing Party will give the other Party written notice of the dispute. Within five (5) business days after receipt of this notice, the receiving Party shall submit to the other a written response. The notice and response shall include (a) a statement of each party's position and a summary of the evidence and arguments supporting its position, and (b) the name and title of the person who will represent that Party. The persons shall meet, in person, by video conference or by telephone, at a mutually acceptable time and place within ten (10) business days of the date of the disputing Party's notice and thereafter as often as they reasonably deem necessary to exchange relevant information and to attempt to resolve the dispute.

18.2 Mediation

(a) If the matter has not been resolved within twenty (20) business days of the disputing Party's notice, or if the Party receiving such notice will not meet within ten (10) business days (the earlier of which is the "Submission Date"), the dispute shall be submitted to mediation in accordance with the following procedures.
(b) Selection of Mediator – The Minister and Bluedrop shall have ten (10) business days from the Submission Date to agree upon a mutually acceptable neutral person not affiliated with either of the Minister or Bluedrop (the "Neutral"). If no Neutral has been selected within such time, the Minister and Bluedrop, agree jointly to supply within ten (10) business days, a list of potential Neutrals with qualifications as specified by the Minister and Bluedrop in the joint request. Within five (5) business days of the receipt of the list, the Minister and Bluedrop shall independently rank the proposed candidates, shall simultaneously exchange rankings, and shall select as the Neutral the individual receiving the highest combined ranking who is available to serve.

(c) Time and Place for Mediation - In consultation with the Neutral, the Minister and Bluedrop shall promptly designate a mutually convenient time and place for the mediation (and unless circumstances require otherwise, such time to be not later than thirty (30) calendar days after the selection of the Neutral.

(d) Fees of Neutral - The fees of the Neutral shall be shared equally by the Minister and Bluedrop. The Neutral shall be disqualified as a witness, consultant, expert or counsel for either party with respect to the matters in dispute and any related matters.

18.3 Arbitration

(a) If the matter has not been resolved within sixty (60) calendar days of the disputing Party's notice or if either Party will not participate in the mediation contemplated or the mediation does not resolve the issue, the controversy shall be settled by arbitration in accordance with the Arbitration Act, R.S.N.L. 1990, c.A-14, as amended. The following rules shall apply to the arbitration

(i) The arbitration tribunal shall consist of one (1) arbitrator appointed by mutual agreement of the Minister and Bluedrop or, in the event of failure to reach agreement within thirty (30) calendar days, each party shall appoint an arbitrator and the two (2) appointed arbitrators shall appoint a 3rd arbitrator.

(ii) The arbitrator(s) shall be instructed that time is of the essence in proceeding with his or her determination of any dispute, claim, question or difference.

(iii) The arbitration shall be conducted in English and shall take place in St. John's, Newfoundland and all documents will be produced in English.

(iv) The arbitration award shall be given in writing and shall deal with the question of costs of the arbitration and all matters related thereto.

(v) Judgment upon the award rendered may be entered into any court having jurisdiction, or application may be made to such court for judicial recognition of the award or an order for enforcement thereof, as the case may be.
(vi) The arbitrator shall be empowered to and may make a damage award but may not, under any circumstances, award punitive, exemplary, consequential or incidental damages.

18.4 The procedures specified in this Section 18 are the only procedures for the resolution of any controversy or claim arising out of or related to this Agreement, or the breach, termination or validity thereof, or any other related agreement, between the Minister and Bluedrop. However, before or during the time that the Minister and Bluedrop follow these procedures, either one can go to the appropriate court to get a preliminary injunction or other preliminary judicial relief if such party reasonably believes that such a step is necessary to avoid irreparable damage or harm. Even if either Party takes such action, both Parties will continue to participate in good faith in the procedures specified in this Section.

19. RECORDS & AUDITS

19.1 Bluedrop shall maintain appropriate administrative and financial records and files in relation to the Services provided under this Agreement for a minimum of seven (7) years. Bluedrop shall provide a copy of the said records and files within fifteen (15) working days of receipt of a written request from the Minister.

19.2 In addition to any other rights of inspection or audit the Minister may have under this Agreement or under statute, the Minister or a person authorized by the Minister, may, at any reasonable time and upon reasonable notice to Bluedrop, inspect, audit and evaluate Bluedrop’s compliance with the terms of this Agreement, including but not limited to compliance with the Demonstration Project and invoice obligations, privacy, security and information management, under this Agreement through any means including but not limited to the following means:

(a) on-site visit and examination of records and files and inspection of electronic devices by a mutually agreeable third party upon the Minister’s request, but not more than once annually unless necessary for the Minister to investigate compliance with this Agreement,

(b) observation of the performance of the Demonstration Project in progress,

(c) full access to records and files and the ability to make copies of the record, and

(d) oral or written communication pertaining to the Demonstration Project with any clients, employees, associates, directors, officers, agents and sub-contractors of Bluedrop.

19.3 If requested by the Minister at any time during the course of this Agreement and/or upon termination of the Agreement, the Minister may complete a vulnerability assessment and/or security audit which shall be performed by a mutually agreeable third party at the Minister’s cost.
19.4 Any and all information, in any form or medium (whether oral, written, electronic or other) that is disclosed to or accessed by the Minister in relation to Sections 19.2 or 19.3 shall be treated as Bluedrop Confidential Information.

20. **FORCE MAJEURE**

20.1 Neither Party shall have liability for any failure or delay in performance of its obligations under this Agreement because of circumstances beyond its reasonable control which prevents performance, including without limitation, acts of God, fires, floods, earthquakes, wars, civil disturbances, terrorism, sabotage, accidents, unusually severe weather, labor disputes, governmental actions, power failures, viruses that are not preventable through generally available retail products, inability to obtain labor, material or equipment, catastrophic hardware failures, usage spikes, attacks on Bluedrop servers, or any inability to transmit or receive information over the Internet, (each, a "Force Majeure Event"). Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed Party. However, the delayed Party shall use its best efforts to minimize the delays caused by any such event beyond its reasonable control. The delayed Party must notify the other Party promptly upon the occurrence of any such event, and inform the other Party of its plans to resume performance.

21. **MISCELLANEOUS**

21.1 Captions and headings to Sections are included solely for convenience and are not intended to affect the interpretation of any provision of this Agreement.

21.2 This Agreement shall be read with such changes in number and gender as the context requires, or with reference to the Parties of reference only as required and such changes shall not govern or affect the interpretation of this Agreement as a compilation of the reasonable commercial intentions of the Parties.

21.3 No amendment, modification or waiver of any provision of this Agreement shall be effective unless it is set forth in a writing that refers to this Agreement and is executed by an authorized representative of each Party hereto. No failure or delay by any Party in exercising any right, power, or remedy will operate as a waiver of any such right, power, or remedy.

21.4 If any provision of this Agreement is finally held by a court or arbitration panel of competent jurisdiction to be unlawful, the remaining provisions of this Agreement shall remain in full force and effect to the extent that the Parties' intent can be lawfully enforced.

21.5 The Parties certify that the making, execution and delivery of this Agreement has not been induced by representations, statements or warranties, other than those expressly set forth.

21.6 Each Party acknowledges having read this Agreement and having been given an opportunity to seek independent legal advice before signing.
21.7 All notices, requests, demands, and other communication required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given on the date of receipt if served personally, or by email with confirmation of receipt, if received on a business day during business hours or the following business day if sent after business hours or on the third (3rd) business day after mailing if mailed by registered mail postage prepaid, and addressed as follows:

The Minister:

Minister of Tourism, Culture, Industry and Innovation
Government of Newfoundland and Labrador
2nd Floor Confederation Building, West Block
PO Box 8700
St. John's, NL
A1B 4J6
Re: SkillsPass NL Program

Attention: Taylor Parsons
E-mail: tparsons@gov.nf.ca

If to Bluedrop:

Bluedrop Learning Networks Inc.
18 Prescott Street,
St. John's, NL
A1C 3S4

Attention: Kelly Simms
Email: Kellysimms@bluedrop.com

or to such other party or such other address as either Party shall from time to time designate for the purpose, by giving to the other Party notice in accordance with this Section.

21.8 Except as directly contemplated by this Agreement or as required by law, neither Party shall disclose or advertise in any manner the nature of the Services performed under this Agreement or the fact it has entered into this Agreement, without the prior written permission of the other Party.

21.9 Except where required by law, Bluedrop shall not engage in communications related to this Agreement in the nature of press releases or public announcements without prior consultation and approval of the Minister, such approval not to be unreasonably withheld or delayed. Therefore, both the Minister and Bluedrop agree to cooperate to the best of their respective abilities in requests by Bluedrop to furnish information as may be reasonably required by Bluedrop to issue disclosures and to remain compliant with regulatory rules, regulations and governing laws regarding disclosure. The parties acknowledge that Bluedrop shall have the right and obligation in its discretion as a reporting issuer to determine the content and timing of disclosures, Bluedrop agrees that
it will make best efforts to work with the Minister to facilitate any announcements related to the approved funding in a timely manner.

21.10 Bluedrop shall not associate the Minister in any advertising or other promotional materials or messages associated with it without the Minister’s prior written consent.

21.11 Neither Party may assign its rights or obligations under this Agreement without the express written consent of the other Party.

21.12 This Agreement shall ensure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the Parties, as applicable.

21.13 All terms which by their nature and intent are required to be performed after the termination or expiration of this Agreement shall survive to the extent necessary to enable their fulfillment, including Section 6 (Protection of Personal Information) Section 7 (Confidentiality of Government of Newfoundland and Labrador Information), Section 8 (Confidentiality of Bluedrop Confidential Information), Section 12 (Intellectual Property), Section 14 (Term and Termination) Section 16 (Limitation of Liability), Section 17 (Indemnity and Insurance), Section 18 (Dispute Resolution Process), Section 19 (Records and Audits), Section 21.4 (Severability), Section 21.7 (Notices), Section 21.13 (Enurement), Section 21.13 (Survival) and Section 21.15 (Governing Law).

21.14 This Agreement shall be governed by and construed in accordance with the laws of the province of Newfoundland and Labrador and the laws of Canada applicable therein without regard to its conflict of laws principles. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Execution of this Agreement may be made by each Party by signing a copy of the Agreement and sending such signature by facsimile, PDF or otherwise.

21.15 Bluedrop and the Minister acknowledge that the Government of Newfoundland and Labrador is subject to access legislation. This Agreement and all Confidential Information provided hereunder therefore are subject to the provisions of the Access to Information and Protection of Privacy Act, 2015, (amended), the Management of Information Act, and all attendant obligations therein.

21.16 Bluedrop agrees to use the Funds exclusively toward the Project, and shall not co-mingle the activities of any of Bluedrop’s other lines of business or associated corporations (if applicable) as those terms are understood in the laws of the Province generally.

21.17 Bluedrop agrees to ensure hiring practices for the Demonstration Project are inclusive for qualified women.

21.18 Bluedrop ensures that, where feasible, all work for this project will be conducted in Newfoundland and Labrador.

21.19 This Agreement, together with the Schedules and other attachments referenced herein, contains the full and complete expression of the rights and obligations of the Parties.
hereto. This Agreement supersedes any and all prior agreements, written or oral, made by the Parties concerning the subject matter hereof.

SIGNED, SEALED AND DELIVERED the parties hereto have executed this Agreement on the day and year first before written.

**Government of Newfoundland and Labrador**

Per:

[Signature]

Witness

**Christopher Mitchelmore**

Minister, Tourism, Culture, Industry and Innovation

I/We have the authority to bind the Government of Newfoundland and Labrador

**Bluedrop Learning Networks Inc.**

Per:

[Blank]

Witness

**Emad Rizkalla**

Chief Executive Officer

I/We have the authority to bind the Corporation
## Schedule “B”

**BLNP Standards Agreement for SkillsPass NL Program**

<table>
<thead>
<tr>
<th>Metric</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>System up-time</td>
<td>99.9%</td>
</tr>
<tr>
<td>Supported browsers</td>
<td>IE11 and higher, Firefox 39 and higher, Chrome 44 and higher, Safari 6 and higher</td>
</tr>
<tr>
<td>Supported platform languages</td>
<td>English, French, German and Spanish</td>
</tr>
<tr>
<td>Hours of coverage</td>
<td>8AM-5PM EST</td>
</tr>
<tr>
<td></td>
<td>Email</td>
</tr>
<tr>
<td>Support channel</td>
<td>Email</td>
</tr>
<tr>
<td></td>
<td>In-App Support Request</td>
</tr>
<tr>
<td></td>
<td>Toll Free #</td>
</tr>
<tr>
<td>Initial response time</td>
<td>Immediate - automated e-mail</td>
</tr>
<tr>
<td></td>
<td>Confirms receipt, and provides case #</td>
</tr>
<tr>
<td>Support Request Criticality Matrix</td>
<td>Refer to Criticality assignment below</td>
</tr>
<tr>
<td>Resolution time goal</td>
<td>Just-in-Time</td>
</tr>
<tr>
<td>Statutory Holidays</td>
<td>New Year’s Day – January 1</td>
</tr>
<tr>
<td>(Support is not available)</td>
<td>Good Friday – Friday before Easter Sunday</td>
</tr>
<tr>
<td></td>
<td>Easter Monday – Monday following Easter Sunday</td>
</tr>
<tr>
<td></td>
<td>Victoria Day – Monday preceding May 25</td>
</tr>
<tr>
<td></td>
<td>Canada Day – July 1</td>
</tr>
<tr>
<td></td>
<td>Civic Holiday – First Monday in August</td>
</tr>
<tr>
<td></td>
<td>Labour Day – First Monday in September</td>
</tr>
<tr>
<td></td>
<td>Thanksgiving Day – Second Monday in October</td>
</tr>
<tr>
<td></td>
<td>Remembrance Day – November 12</td>
</tr>
<tr>
<td></td>
<td>Christmas Day – December 25</td>
</tr>
<tr>
<td></td>
<td>Boxing Day – December 26</td>
</tr>
</tbody>
</table>
Support Request Criticality Matrix

1 - Critical

Outage of Bluedrop Learning Networks. Users are not able to connect to the site or the site is generating "There has been an error" messages.

Support Contact: Immediate via TF#
Support follow-up: Immediate
Management Escalation: Immediate

2 - High

An issue that prevents the user from accessing a significant function of the Bluedrop Learning Networks.

Support Contact: Immediate via TF#
Status Update: 1 business hours
Management Escalation: 2 business hours

Examples:
- User cannot login (password reset)
- Course content is not loading/launching
- eCommerce transaction failure

3 - Medium

An issue that does not prevent the user from accessing a significant feature of Bluedrop Learning Networks.

Support Contact: Immediate via TF#
Status Update: 2 business hours
Management Escalation: 4 business hours
4 - Low

Any minor issue related to Bluedrop Learning Networks.

Support Contact: Immediate via TF#
Status Update: 4 business hours
Management Escalation: 2 business days

Examples:
- Update learner profile with completed courses/certifications
- Course is not marking complete
- Spelling mistake on site/course
- Need usage history report

All support tickets generate an immediate initial response that is automated and provides the user with a ticket# and confirmation that the ticket has been received.

Support Contact is defined as the first contact by a customer support specialist after the incident has been logged and a ticket generated.

If the incident cannot be resolved immediately, a status update will be provided at intervals identified above.

A final follow-up with the customer occurs on the resolution date.

Users acknowledge that not all level 4 problems will require a workaround. Bluedrop Learning Networks may, at its discretion, respond to a level 4 issue by classifying the error as a feature request.

Reporting Services

- Monthly Ticket Summary Reports
- Critical Incident Reporting
- Formal Communication Protocols

Initial response is defined to be the first contact by a support representative after the incident has been logged and a ticket generated. A status update will be communicated to the customer if the incident cannot be resolved immediately. A final follow-up with the customer occurs on the
resolution date. The ticket will remain open until confirmation is received that the customer is satisfied with the resolution. Users acknowledge that not all level 4 problems will require a workaround. Bluedrop may, at its discretion, respond to a level 4 issue by classifying the error a feature request.

Support tickets related to the Government of Newfoundland and Labrador business issues which are outside the scope of the Bluedrop support ticket incident response process described above will be referred to the Government of Newfoundland and Labrador’s Office of the Chief Information Officer (OCIO) Help Desk.