

BC – NWT EDUCATION SHARING AGREEMENT

THIS AGREEMENT made effective the 05 day of 09, 2025 (the “Effective Date”)

BETWEEN:

HIS MAJESTY THE KING IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education and Child Care and the Minister of Citizens’ Services ("BC")

AND:

THE GOVERNMENT OF NORTHWEST TERRITORIES, as represented by the Minister of Education, Culture and Employment (“NWT”)

(each a “Party,” and collectively the “Parties”)

RECITALS:

- A. BC is responsible for overseeing all aspects of British Columbia’s K-12 public education system, including making orders and setting policies and guidelines for boards of education, allocating funding, establishing curriculum and administering the *School Act* (British Columbia);
- B. NWT is responsible for overseeing all aspects of the Northwest Territories’ K-12 public education system, including setting the standards for the education program, establishing curriculum, allocating funding, and administering the *Education Act* (Northwest Territories);
- C. Under s. 71 of the *Legislative Assembly and Executive Council Act* (Northwest Territories), the Northwest Territories’ Minister of Education, Culture and Employment may enter into an agreement for or on behalf of the Government of Northwest Territories or a department over which such minister has authority;
- D. Under s. 168(3) of the *School Act* (British Columbia), the British Columbia Minister of Education and Child Care may enter into an agreement with a school authority outside British Columbia for the education of children for whose education that school authority is responsible;
- E. The Parties have a shared interest in ensuring students in their respective education systems are provided with high quality educational experiences;
- F. NWT wishes to obtain a license from BC to use BC’s curriculum and assessment materials, on the terms and conditions contained in this Agreement;
- G. BC wishes to obtain a license from NWT to use NWT’s curriculum materials and related educational materials, on the terms and conditions contained in this Agreement; and
- H. By signing the October 2023 *British Columbia–Northwest Territories Memorandum of Understanding*, the Parties confirmed their intention to cooperate, collaborate and

exchange information on matters of mutual interest relevant to the education systems in both jurisdictions, including with respect to sharing of curriculum, assessments and educational materials, and including by exercising their discretion to enter into subsequent legally binding agreements.

IN CONSIDERATION of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by each Party, the Parties agree as follows:

1. DEFINITIONS

1.01 Capitalized terms will have the meanings given to those terms below. In addition to the definitions below, any capitalized terms defined elsewhere in this Agreement will have the meanings given to them.

- (a) **“Agreement”** means this BC – NWT Education Sharing Agreement;
- (b) **“BC Curriculum”** means the kindergarten to grade 12 curriculum guides and documents developed by or for the Government of British Columbia as listed in sections 2 and 3 of Ministerial Order M231/19, Educational Program Guide, made under s. 168(2) of the *School Act*, and as updated by BC from time to time;
- (c) **“BC Provincial Assessments”** means the educational assessments contemplated by the Provincial Graduation Assessments Order and the Student Learning Assessment Order, developed by BC for the purpose of evaluating students’ literacy and numeracy skills and core learning competencies, and which, as of the Effective Date, include the following: grade 4 and grade 7 Foundation Skills Assessments; grade 10 literacy and numeracy assessments; and grade 12 literacy assessment;
- (d) **“Electronic Assessment Materials”** means the electronic assessment components of the BC Provincial Assessments developed and owned by BC;
- (e) **“Embedded Materials”** means any content not owned by a Party that is embedded or incorporated into the NWT Curriculum, the Modifications, the Modified Curriculum or the Supplementary Materials by or for NWT;
- (f) **“Excluded Content”** means the BC Provincial Assessments, all photographs within the Materials, and all third-party owned content within the Materials;
- (g) **“Foundation Skills Assessments”** means the assessments for grade 4 and grade 7 students developed by BC for the purpose of evaluating students’ literacy and numeracy skills and core learning competencies;
- (h) **“Materials”** means the BC Curriculum and all course, teaching, promotional, or other related materials or resource guides in any format whatsoever that are used in association with the development, promotion or delivery of the BC Curriculum, including the materials outlined and accessible at <https://curriculum.gov.bc.ca/> or such other Internet address as BC may advise NWT in writing, and excluding the Excluded Content unless any Excluded Content is specifically included by BC in writing;

- (i) “**Modifications**” means any changes, revisions, additions, deletions, translations, updates, versions and content derived from or based upon any or all components of the Materials that are, in accordance with this Agreement, made by or for NWT in the development of the Modified Curriculum, in any format or method of delivery whatsoever and whether created through technology in existence on the Effective Date or which may be developed in the future;
- (j) “**Modified Curriculum**” means the curriculum modified from the BC Curriculum by the Modifications, but excludes the BC Curriculum;
- (k) “**NWT Curriculum**” means the curriculum approved for use in the NWT by the Minister of Education, Culture and Employment;
- (l) “**Paper Assessment Materials**” means the paper-based assessment components of the BC Provincial Assessments developed and owned by BC;
- (m) “**Provincial Graduation Assessments Order**” means Ministerial Order M410/04, Provincial Graduation Assessments, made under s. 168(2) of the *School Act*;
- (n) “**Provincial Online Learning School**” means an online learning school established under an online learning agreement with the British Columbia Minister of Education and Child Care, which is administrated by a British Columbia board of education that has approval from the British Columbia Minister of Education and Child Care to enrol students not resident in the board’s school district;
- (o) “**Student Learning Assessment Order**” means Ministerial Order M60/94, Student Learning Assessment, made under sections 81 and 168(2) of the *School Act*;
- (p) “**Supplementary Materials**” means any supplementary course, teaching, promotional, assessment or other materials developed by or for NWT which are related to the Modified Curriculum and for use in connection with the development, promotion or delivery of the Modified Curriculum, including without limitation handouts, worksheets, trainer guides, member workbooks, educational media, examinations, online components, brochures, information sheets, web pages and reports; and
- (q) “**Term**” means the period set out in paragraph 12.01.

2. LICENSES

Materials

2.01 BC grants to NWT for the Term, on the terms and subject to the conditions contained in this Agreement, a royalty-free, non-exclusive and non-assignable license to use, reproduce, distribute, publish and make Modifications to the Materials for the purpose of developing, promoting and delivering the Modified Curriculum to students in the Northwest Territories either as a stand-alone course or as a part of a broader curriculum.

- 2.02** NWT acknowledges and agrees that it may reproduce and distribute the Materials only in such quantities as are necessary for the purposes outlined in paragraph 2.01.
- 2.03** NWT will ensure that the Materials are only used and administered: (i) in compliance with this Agreement; and (ii) in compliance with all of BC's directions provided to NWT in writing with respect to the use of the Materials.
- 2.04** Any failure by NWT to ensure compliance with paragraph 2.03 constitutes a material breach of this Agreement.
- 2.05** The parties acknowledge and agree that BC may, but is under no obligation to, provide to NWT updates, amendments or other changes made to the Materials following the Effective Date.
- 2.06** The parties acknowledge and agree that NWT shall, on receiving written notice from BC, cease to use the Materials or any portion of the Materials indicated by BC, and may use any updates, amendments or other changes provided by BC for the purposes of replacing those portions of the Materials.

BC Provincial Assessments

- 2.07** BC grants to NWT for the Term, on the terms and subject to the conditions contained in this Agreement, a royalty-free, non-exclusive and non-assignable license to use and distribute the Paper Assessment Materials for the purpose of evaluating the literacy and numeracy skills and core learning competencies of students in the Northwest Territories.
- 2.08** BC grants to NWT for the Term, on the terms and subject to the conditions contained in this Agreement, a royalty-free, non-exclusive and non-assignable license to use the Electronic Assessment Materials for the purpose of evaluating the literacy and numeracy skills and core learning competencies of students in the Northwest Territories.

NWT Curriculum

- 2.09** NWT grants to BC for the Term, on the terms and subject to the conditions contained in this Agreement, a royalty-free and non-exclusive license to use, reproduce, distribute, publish and make modifications to the NWT Curriculum, the Modifications, the Modified Curriculum and the Supplementary Materials for the purpose of developing, promoting and delivering the BC Curriculum, provided always that the rights to the NWT Curriculum granted under this paragraph may not be exercised for a commercial purpose.

No Administrative or Support Services

2.10 The rights granted by BC to NWT are being provided without support of any kind, administrative or otherwise, from staff or employees of BC.

3. COLLABORATION

Areas of Collaboration

3.01 The Parties will use best efforts to cooperate, collaborate and exchange information on matters and areas of mutual interest relevant to the education systems in British Columbia and the Northwest Territories, including, without limitation:

- (a) kindergarten - grade 12 curriculum;
- (b) large scale educational assessment materials;
- (c) curriculum implementation supports;
- (d) educational resource materials; and
- (e) other areas of mutual interest, including:
 - approaches to literacy, numeracy, competency-based learning, classroom assessment, and instructional practices;
 - First Peoples Principles of Learning, Dene Kede, and Innuqatigitt;
 - Indigenous world views, perspectives, culture and context;
 - Indigenization of education;
 - kindergarten - grade 12 student learning updates and reporting;
 - British Columbia Core Competencies and Northwest Territories Key Competencies;
 - early learning resources and initiatives;
 - inclusive education; and
 - online learning.

Development of BC Curriculum

3.02 BC may provide opportunities for NWT to participate in the development of the BC Curriculum and related materials through BC-led activities such as curriculum development teams, advisories, public feedback initiatives, and reviews.

3.03 If development of the BC Curriculum involves consultation with individuals, BC may collect, use, and disclose personal information about those individuals in the course of carrying out the activities in paragraph 3.02.

3.04 BC exclusively owns all intellectual property rights, including copyright, in all materials created during or arising out of these BC-led activities to develop the BC Curriculum and related materials. Upon BC's request, NWT must deliver to BC, or ensure delivery to BC, documents satisfactory to BC that irrevocably waive in BC's favour any moral rights which NWT, employees of NWT, or third parties may have in such materials and that confirm the vesting in BC of the copyright in such materials.

Development of NWT Curriculum

3.05 NWT may provide opportunities for BC to participate in the development of the NWT Curriculum and related materials through NWT-led activities such as curriculum development teams, advisories, public feedback initiatives, and reviews.

3.06 If development of the NWT Curriculum involves consultation with individuals, NWT may collect, use, and disclose personal information about those individuals in the course of carrying out the activities in paragraph 3.05.

3.07 NWT exclusively owns all intellectual property rights, including copyright, in all materials created during or arising out of these NWT-led activities to develop the NWT Curriculum and related materials.

3.08 NWT may request that the British Columbia Minister of Education and Child Care approve certain British Columbia boards of education to provide online learning to NWT students through Provincial Online Learning Schools.

3.09 If a British Columbia board of education operating a Provincial Online Learning School provides online learning to NWT students, NWT will pay student tuition fees to that board of education in respect of the online learning.

4. BC PROVINCIAL ASSESSMENTS

4.01 NWT will ensure that the BC Provincial Assessments are only used and administered: (i) in compliance with this Agreement; and (ii) in compliance with all of BC's directions with respect to the use of the BC Provincial Assessments, including any directions provided in the form of assessment administration manuals prepared by BC.

4.02 Any failure by NWT to ensure compliance with paragraph 4.01 constitutes a material breach of this Agreement.

4.03 BC may provide opportunities, through BC-led activities, for educators identified by NWT to participate in the development and the scoring of the BC Provincial Assessments.

4.04 If development and scoring of BC Provincial Assessments involves individuals, BC may collect, use, and disclose personal information about those individuals in the course of carrying out the activities in paragraph 4.03.

4.05 BC exclusively owns all intellectual property rights, including copyright, in all materials created during or arising out of these BC-led activities to develop the BC Provincial Assessments. Upon BC's request, NWT must deliver to BC, or ensure delivery to BC, documents satisfactory to BC that irrevocably waive in BC's favour any moral rights which

NWT, employees of NWT, or third parties may have in such materials and that confirm the vesting in BC of the copyright in such materials.

4.06 NWT will ensure that the BC Provincial Assessments are treated as Confidential Information, and any failure on the part of NWT to treat them as such constitutes a material breach of this Agreement.

5. PAPER ASSESSMENT MATERIALS

5.01 Upon request by NWT, BC will provide NWT with then-current copies of the Paper Assessment Materials in use in British Columbia.

5.02 Unless otherwise directed in writing by BC, with respect to Foundation Skills Assessments, NWT will be responsible for scoring NWT student output arising from NWT's use of the Paper Assessment Materials.

5.03 Unless otherwise directed in writing by BC, with respect to grade 10 literacy and numeracy assessments and grade 12 literacy assessments, BC will be responsible for scoring NWT student output arising from NWT's use of the Paper Assessment Materials.

6. ELECTRONIC ASSESSMENT MATERIALS

6.01 Upon request by NWT, BC will arrange for NWT student access to the then-current Electronic Assessment Materials in use in British Columbia, and for the machine scoring of NWT student responses arising from NWT's use of the Electronic Assessment Materials. NWT will be solely responsible for all costs relating to NWT's access to and use of the Electronic Assessment Materials.

6.02 Unless otherwise decided by BC, BC will be responsible for any human scoring that is required in the process of scoring NWT student responses arising from NWT's use of the Electronic Assessment Materials.

6.03 BC will arrange for data analysis and validation of NWT student assessment results using the Electronic Assessment Materials and will report the validated data analysis back to NWT.

6.04 BC may collect, use, and disclose personal information about NWT students, if provided by NWT, in the course of carrying out the activities in paragraphs 6.02 and 6.03. NWT will to the extent possible provide any student personal information in anonymized or de-identified form.

6.05 Unless otherwise directed or agreed to in writing by BC, NWT student access to the Electronic Assessment Materials will take place through an independent agreement between NWT and a third-party electronic assessment technology service provider that is selected or approved by BC.

7. REPRODUCTION

7.01 Except as authorized under this Agreement, NWT will not use the name or trademarks of BC in any manner, in connection with the Modified Curriculum or otherwise, without the prior written consent of BC.

7.02 NWT will include on all copies of the Modified Curriculum an attribution notice indicating that the Modified Curriculum was developed solely by NWT from the BC Curriculum under license from, but without the review or endorsement of, BC, in form and content satisfactory to BC.

7.03 Where BC uses the NWT Curriculum, the Modified Curriculum, the Modifications, or the Supplementary Materials for the purposes of developing, promoting and delivering the BC Curriculum under paragraph 2.09, BC shall include on any newly created materials an attribution notice indicating that the materials were developed by BC from the NWT Curriculum, the Modified Curriculum, the Modifications, or the Supplementary Materials, as the case may be, under license from, but without the review or endorsement of NWT, in form and content satisfactory to NWT.

7.04 NWT acknowledges that some components of the Materials include a statement that the Government of British Columbia is the copyright owner of the Materials, and NWT agrees to remove any such statement or similar statement from the Modified Curriculum.

7.05 NWT will be solely responsible for all costs of performing its obligations and exercising its rights under this Agreement, including but not limited to using, reproducing and making Modifications to the Materials, and developing, promoting and delivering the Modified Curriculum.

8. OWNERSHIP

8.01 NWT acknowledges and agrees that:

- (a) BC is and will be the owner of all proprietary rights including, without limitation, copyright and other intellectual property rights, in the Materials and the BC Provincial Assessments; and
- (b) any rights not specifically granted by BC in this Agreement remain with BC, including without limitation copyright and trademark protection.

8.02 BC acknowledges and agrees that:

- (a) NWT is and will be the owner of all proprietary rights including, without limitation, copyright and other intellectual property rights, in the NWT Curriculum, the Modifications, the Modified Curriculum and the Supplementary Materials, excluding the Embedded Materials; and
- (b) any rights not specifically granted by NWT in this Agreement remain with NWT, including without limitation copyright and trademark protection.

8.03 NWT will not include in the NWT Curriculum, the Modified Curriculum, the Modifications or the Supplementary Materials licensed to BC herein, any Embedded Materials unless NWT first obtains in writing for the benefit of BC a perpetual, irrevocable, royalty-free, assignable, sublicensable, non-exclusive license to exercise in respect of the Embedded Materials, for so long as they remain embedded or incorporated in the NWT Curriculum, the Modified Curriculum, the Modifications or the Supplementary Materials, those rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, publish, distribute, and modify the Embedded Materials.

8.04 NWT will provide to BC, at the request of BC, all applicable documentation with respect to the license or licenses described in paragraph 8.03.

8.05 In the event that NWT is not able, for any reason, to provide BC with the license or licenses described in paragraph 8.03 for any Embedded Materials, NWT will remove, at NWT's cost, any such Embedded Materials from the NWT Curriculum, the Modified Curriculum, the Modifications or the Supplementary Materials.

8.06 BC may at any time request a copy of any portion of the NWT Curriculum, the Modified Curriculum, the Modifications or the Supplementary Materials, and NWT will comply with any such request in a timely manner.

9. FINANCIAL MATTERS

9.01 NWT will pay to BC \$50.00 for each instance of a NWT student taking a BC Provincial Assessment, unless a different fee structure is set out in an order of the British Columbia Minister of Education and Child Care signed after the Effective Date, in which case NWT will make payments to BC relating to the BC Provincial Assessments in accordance with that order.

9.02 Where BC intends to establish a different fee structure under paragraph 9.01, BC shall provide not less than 90 days notice to NWT prior to the new fee structure taking effect.

9.03 BC may, in its discretion, undertake any cost recovery from NWT for any amounts, costs, charges, fees or liabilities charged to BC associated with this Agreement.

9.04 Subject to applicable laws, including applicable information management legislation, and to any restrictions under the terms of this Agreement, NWT may request, and BC will provide, from time to time during the Term of this Agreement, and for a period of one year thereafter, copies of relevant financial records of BC affecting any costs, charges, fees, allocations or other amounts that BC seeks to recover under paragraph 9.03.

10. PERSONAL INFORMATION

10.01 In the course of carrying out this agreement, BC may, in compliance with applicable privacy legislation, collect, use, and disclose personal information about NWT students and educators.

10.02 Each Party will make best efforts to minimize the sharing of personal information about NWT students and educators, including by deidentifying personal information to the extent practicable.

10.03 The Parties will share personal information as necessary to carry out this Agreement pursuant to the terms set out in the “Information Sharing Schedule” that is attached as Schedule “A”.

11. CONFIDENTIALITY, INFORMATION AND RECORDS

11.01 For the purposes of this Agreement, “**Confidential Information**” means any and all confidential or non-public information disclosed to one Party by the other under this Agreement, whether in verbal, written, electronic, paper or other form. It includes but is not limited to personal information about identifiable individuals and the BC Provincial Assessments.

11.02 For the purposes of this Agreement, Confidential Information does not include information one Party discloses to the other, where:

- (a) at the time of disclosure the information was in, or thereafter enters, the public domain, other than as a result of the disclosing Party’s actions;
- (b) the Party receiving the information possessed the information prior to the time of disclosure without a duty of confidentiality with respect to the information;
- (c) the Party receiving the information received the same information on an unrestricted basis from a source unrelated to either Party and not under a duty of confidentiality with respect to the information; or
- (d) the Party receiving the information developed the information independently of the other.

- 11.03** Each Party will maintain in confidence all Confidential Information provided by the other Party under this Agreement, exercising at least the same degree of care as it exercises with regard to its own Confidential Information, but in no event less than a reasonable degree of care.
- 11.04** A Party receiving Confidential Information under this Agreement may not, without the prior written approval of the other Party, use or disclose Confidential Information provided by the other Party except in accordance with this Agreement or to the extent necessary to fulfill its obligations in connection with this Agreement.
- 11.05** For the purposes of access to information legislation and privacy legislation that is applicable to each Party, Confidential Information received by one Party from the other under this Agreement is understood by the Parties to be information received or obtained in confidence from a provincial or territorial government.
- 11.06** To the extent that any provision in this Agreement conflicts with applicable access to information legislation, the legislation prevails.
- 11.07** The Parties' retention of records received or created in connection with this Agreement will be governed by applicable information management legislation that may impose obligations upon the Parties with respect to the retention of its government records.

12. TERM & TERMINATION

- 12.01** The term of this Agreement begins on the Effective Date and continues in effect until termination of this Agreement pursuant to this paragraph.
- 12.02** Either Party will have the right to terminate this Agreement for its convenience and will make best efforts to provide as much advance notice to the other Party as possible, but not less than 180 days written notice to the other Party, to terminate the Agreement.
- 12.03** If either Party materially breaches this Agreement, the other Party may give written notice of such breach to the breaching Party. If the breaching Party fails to cure the breach within 30 days after receipt of such notice, then the other Party may, at its option, elect to terminate this Agreement.
- 12.04** On or before the first June 30 that follows the termination of this Agreement by BC, NWT will:
 - (a) cease using, reproducing, distributing, publishing and making Modifications to the Materials for any purpose, including the purpose of developing, promoting and delivering the Modified Curriculum;
 - (b) cease using, reproducing and distributing the BC Provincial Assessments for any purpose, including the purpose of evaluating the literacy and numeracy skills and core learning competencies of students in the Northwest Territories; and

(c) at its cost, if requested by BC, permanently delete or destroy all copies of the Materials and BC Provincial Assessments in NWT's possession or under its control.

12.05 On or before the first June 30 that follows the termination of this Agreement by NWT, BC will cease using, reproducing, distributing, publishing and making modifications to the NWT Curriculum, the Modifications, the Modified Curriculum and the Supplementary Materials for the purpose of developing, promoting and delivering the BC Curriculum or for any other purpose.

13. DISCLAIMER/LIMITATION OF LIABILITY

13.01 The Parties acknowledge that all information exchanged under this agreement is being provided "as is," without warranties or representations, express or implied, and that the Parties expressly disclaim any implied warranties, including but not limited to those regarding merchantability, non-infringement and fitness for a particular purpose.

13.02 Neither Party is liable for any errors or omissions in any information exchanged under this Agreement and, except for NWT's indemnity obligations under paragraph 14.01, neither Party will under any circumstances be liable to the other Party or any third party for any direct, indirect, special, incidental, consequential or other loss, injury or damage of any kind caused by the other Party's use, reproduction, distribution, publication or modification of or any reliance upon the exchanged information or otherwise arising in connection with this Agreement.

14. INDEMNITY

14.01 NWT will indemnify and save harmless and forever releases and discharges BC, and all of BC's respective servants, employees and agents from and against any and all claims, demands, losses, damages, causes of action, costs, expenses and liability of any kind and every nature that BC or any of BC's servants, employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by NWT or any of NWT's agents, employees, officers, directors, contractors or subcontractors in connection with the use, reproduction, distribution, publication or modification of the Materials or the BC Provincial Assessments, or otherwise in connection with this Agreement.

15. NOTICES

15.01 Any notice, approval, consent, waiver, statement, report, demand, other document or payment or any materials that either Party may desire or be required to give or deliver to the other Party will be in writing and conclusively deemed validly given or delivered to and received by the addressee on the date of delivery if delivered personally, or, if emailed, on the date the communication is sent by email to the email address indicated below, or, if mailed, on the seventh business day after the mailing of the same in Canada by prepaid post to the mail address indicated below:

For BC:

Ministry of Education and Child Care

Address: 395 Waterfront Crescent, 5th Floor, Victoria, BC V8T 5K3
Email: Meghan.McRae@gov.bc.ca
Attention: Meghan McRae, Executive Director,
System Engagement and Intergovernmental Relations

For NWT:

Department of Education, Culture and Employment

Address: P.O. Box 1320, 4501 50th Avenue, Yellowknife, NT X1A 2L9
Email: Jennifer_Rae@gov.nt.ca
Attention: Jennifer Rae, Director,
JK-12 Education System Services

15.02 Either Party may, from time to time, advise the other Party by notice in writing of any change of designated contact person, mail address or email address of the Party giving such notice and from and after the giving of such notice the information therein specified will, for purposes of the preceding paragraph, be deemed to be the designated contact person, mail address or email address of the Party giving such notice.

16. GENERAL PROVISIONS

Authority to enter into agreement

16.01 Each Party represents and warrants, with the intent and understanding that this representation and warranty will be relied on by the other Party, that it has the authority to enter into this Agreement and that this Agreement is a valid and binding obligation of the Party.

Interpretation

16.02 In this Agreement, unless otherwise set out:

- (a) headings do not form part of this Agreement;
- (b) a reference to a Schedule is to a Schedule of this Agreement and includes all its attachments, if any, and all such Schedules and attachments form an integral part of this Agreement;
- (c) use of the singular includes the plural and vice versa;
- (d) "for example", "includes", "including", "such as" or other expression denoting inclusiveness is not limiting;
- (e) "rights" includes benefits and remedies of any kind;
- (f) any reference to an enactment refers to it as may be amended or substituted and in force at the applicable time, and includes any subordinate enactments made under it; and
- (g) any discretion exercisable by a Party may be conditional and in that Party's sole and absolute discretion.

16.03 Nothing in this Agreement is to be interpreted as:

- (a) restricting any Party from continuing or entering into similar agreements with other parties;
- (b) requiring any Party to act in a manner contrary to, or interfering with the exercise of any prerogative, executive, legislative or statutory power or duty a Party might have, or otherwise fetter its discretion; or
- (c) requiring any Party to act in a manner contrary to or inconsistent with any applicable laws or other laws binding on, or constating documents of, such Party.

Prevailing order

16.04 To the extent of any conflict between provisions of this Agreement, the order of precedence will be the body of this Agreement and then any Schedules, with the body of a Schedule prevailing over any attachments to it.

Assignment

16.05 Unless the Parties otherwise agree, this Agreement may not be assigned by either Party, either in whole or in part. For clarity, a change in responsibility for this Agreement within the government of either Party does not require an assignment or transfer of this Agreement.

Amendments

16.06 Any amendments to this Agreement or the Schedules will be dated, signed by both Parties and attached to this Agreement, at which time they become part of this Agreement.

No third-party beneficiaries

16.07 Nothing in this Agreement, express or implied, is intended to confer upon any entity (other than the Parties, their successors and permitted assigns) any rights, benefits or remedies of any kind or character whatsoever and no entity will otherwise be deemed to be a third-party beneficiary under or by reason of this Agreement.

Partial waiver and invalidity

16.08 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving Party and is not a waiver of any other term or breach.

16.09 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

16.10 Each Party at the request of the other will execute and deliver all such further documents and instruments and do all such further acts and things as may reasonably be necessary to carry out or better evidence the full intent and meaning of this Agreement.

Governing law

16.11 This Agreement to be governed by, interpreted and construed in accordance with the laws of British Columbia and the federal laws of Canada as they apply in the province, without regard to conflict of laws principles.

Arbitration

16.12 The Parties are committed to working together and avoiding disputes through government-to-government information exchange, advance notice, early engagement, and discussion, clarification, and resolution of issues, as they arise. All disputes arising out of or in connection with this Agreement that the Parties are unable to resolve on their own, will be referred to and finally resolved by arbitration administered under the *Arbitration Act* (British Columbia). The place of arbitration will be Victoria, British Columbia.

Counterparts

16.13 This Agreement may be executed by the Parties in separate counterparts each of which when so executed and delivered shall be an original, and all such executed counterparts may be delivered by email in portable document format (PDF) to such email address as may be provided by each Party for such purpose and each such transmission shall be considered an original.

IN WITNESS WHEREOF the Parties have executed this Agreement to be made effective as of the Effective Date.

SIGNED on behalf of His Majesty)
the King in Right of the Province of)
British Columbia by a duly authorized)
representative of the Minister of)
Education and Child Care)
in the presence of:)

Karl Kennedy)

(Witness)

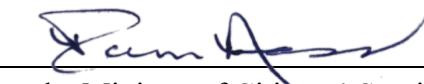


For the Minister of Education and Child Care

SIGNED on behalf of His Majesty)
the King in Right of the Province of)
British Columbia by a duly authorized)
representative of the Minister of)
Citizens' Services)
in the presence of:)

Paul Fass)

(Witness)

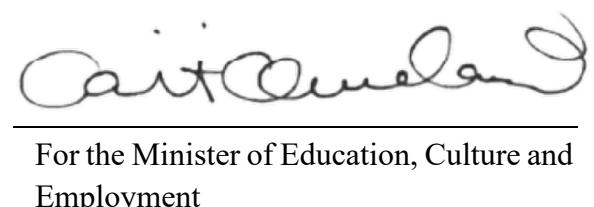


For the Minister of Citizens' Services

SIGNED on behalf of The Government)
of Northwest Territories by a duly)
authorized representative of the Minister)
of Education, Culture and Employment)
in the presence of:)

Cait Oueland)

(Witness)


For the Minister of Education, Culture and Employment

SCHEDULE A

INFORMATION SHARING SCHEDULE

1. Overview

This schedule documents the terms and conditions agreed upon by the Parties applicable to the exchange of certain personal information by the Parties, in compliance with the *Freedom of Information and Protection of Privacy Act* (FIPPA) in British Columbia, *Access to Information and Protection of Privacy* (ATIPP) in the Northwest Territories, and other applicable legislation.

2. Summary of Information Sharing

The Parties may share personal information as necessary to carry out the terms of the BC-NWT Education Sharing Agreement (the “Agreement”), including with respect to curriculum development and the development and scoring of student educational assessments.

3. Purpose of the Information Sharing

Parties may share personal information to as necessary to carry out the terms of the Agreement, including with respect to curriculum development and the development and scoring of student educational assessments, and for other purposes consistent with the terms of the Agreement.

When sharing personal information relating to students, the Parties will to the extent possible share information in anonymized or de-identified form.

4. Personal Information

In this Agreement, "Personal Information" means:

recorded information about an identifiable individual, other than contact information, collected or created as a result of the Education Sharing Agreement, including following categories of information:

- (i) Personal identity information of educators (e.g. full name, birthdate, gender, unique identifiers);
- (ii) Personal contact information of educators (e.g. email, phone number, mailing address);
- (iii) Employment information of educators (organization, position);

- (iv) Personal/professional statement, opinion, feedback, recommendation; and
- (v) NWT students' assessment information, which will be, to the extent possible, shared between the Parties in anonymized or de-identified form.

5. Collection and Disclosure of Personal Information

Personal information is collected by the Province under this Agreement, pursuant to FIPPA section 26(c) as the information relates directly to and is necessary for a program or activity of a public body and section 26(e) as the information is necessary for the purposes of planning and evaluating a program or activity of a public body. The authority to indirectly collect information comes from section 27(1)(a)(iii), (c.1) and (c.2), together with s. 168(3) of the *School Act*.

Personal information is disclosed by the Northwest Territory to the Province, pursuant to ATIPP section 48(a) for the purpose for which the information was collected or compiled or for a use consistent with that purpose.

Personal information is disclosed by the Province, pursuant to FIPPA section 33(2)(d) for the purpose for which the information was obtained or compiled, or for a use consistent with that purpose.

6. Use of Personal Information

Personal information is to be used by the Province, pursuant to FIPPA section 32(a) for the purpose for which the information was obtained or compiled, or for a use consistent with that purpose. Personal information is to be used by the Northwest Territories, pursuant to ATIIP section 43(a) for the purpose for which the information was collected or compiled, or for a use consistent with that purpose.

7. Accuracy

Each Party will make every reasonable effort to ensure the Personal Information in its custody is accurate, complete and up-to-date.

8. Security

- 8.1 Each Party will make reasonable arrangements to maintain the security of the Personal Information in its custody, by protecting it against such risks as unauthorized access, collection, use, disclosure or disposal.
- 8.2 Each Party will advise the other Party immediately of any circumstances, incidents or events which to its knowledge have jeopardized or may in future jeopardize:
 - the privacy of individuals whose personal information is shared under this Agreement;
 - the security of any computer system in its custody that is used to access the Personal Information.