



Partnerships British Columbia Inc.

Ethics and Conduct Policy

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1 INTRODUCTION

Partnerships British Columbia Inc. (PBC or the Company) is a *British Columbia Corporations Act* company that reports, through its Board of Directors, to its shareholder the Minister of Finance. PBC provides employees with unmatched professional development opportunities through exposure to large, high profile projects in the emerging public-private partnerships field. PBC is dedicated to pursuing and executing projects that are in the best interests of British Columbians. Working together, we are changing the way people do business.

All original policies, or changes to such policies, should be approved by the Board of Directors. The CEO, or designate, may issue an interim policy bulletin in advance of formal policy when the urgency of the issue requires a rapid response.

For the purposes of this document, “Corporate Management Team” refers to individuals in the following positions:

- CEO
- Vice-President

2 PURPOSE

PBC believes that the highest standard of conduct amongst its employees is essential to maintain and enhance the public’s and shareholder’s trust and confidence in the Company.

Our actions and decisions must be without reproach. We must always be honest and impartial and show integrity by:

- Complying with the law
- Maintaining high ethical standards
- Avoiding actual and apparent conflicts of interest
- Avoiding behaviour that could harm the reputation of PBC and/or our shareholder.

2.1 APPLICATION

This Ethics and Conduct Policy (the Policy) applies to all PBC employees. You must always comply with this policy – it is a condition of your employment.

We may take disciplinary steps with employees who do not comply with this policy, including terminating the employee’s service.

2.2 EXEMPTIONS

The CEO may exempt you (in writing, with a copy to Human Resources) from a policy requirement if you show that the requirement causes you unreasonable hardship.

3 INTEGRITY, IMPARTIALITY AND ACCOUNTABILITY

3.1 CONFLICT OF INTEREST

You must avoid actual or apparent conflicts of interest, and must identify and disclose any actual or potential conflicts to the Corporate Management Team or Corporate Legal Counsel. When deciding if the circumstances could be an actual or apparent conflict, consider whether a reasonable person who knew the facts would conclude that you could act impartially.

A conflict of interest occurs when your private affairs or financial interests are in conflict, or could result in a perception of conflict, in such a way that:

- Your ability to act in the shareholder's interest could be impaired; or
- Your actions or conduct could undermine or compromise:
 - the shareholder's confidence in your ability to discharge work responsibilities; or
 - the trust that the shareholder places in the company.

While PBC recognizes your right to be involved in activities as citizens of the community, conflict must not exist between your private interests and the discharge of your duties. Upon appointment to PBC, you must arrange your private affairs in a manner that will prevent conflicts of interest from arising.

3.1.1 Examples of Conflict

You must not:

- Use your position, or non-public information, to benefit yourself, family, friends or associates.
- Act in such a matter that a reasonable person would question your objectivity.
- Accept outside work or business which could conflict with your work at PBC.
- Benefit from a transaction over which you can influence decisions (e.g., investments, sales, purchases, borrowing, grants, contracts, regulatory or discretionary approvals, appointments).
- Give preferential treatment to an individual, corporation or organization, including a non-profit organization, in which you, or a relative or friend, has an interest, financial or otherwise.

- Use your position to raise money or members for political parties or candidates or any other cause.

3.2 POST EMPLOYMENT

The guidelines below do not apply to future employment with a British Columbia public sector employer.

3.2.1 All Staff

While employed with Partnerships BC you must:

- Not allow yourself to be influenced in carrying out your employment responsibilities with PBC by the prospects for, or an offer of, employment or additional remuneration or other regard, from an outside entity.
- Disclose immediately to a member of the Corporate Management Team when you have accepted an offer of employment from a private sector employer. After this disclosure, you will be immediately screened/firewalled from all PBC engagements and material. As a member of the Corporate Management Team, the disclosure must be made to the CEO. For the CEO, the disclosure must be made to the Board Chair.

After leaving Partnerships BC you must:

- Not disclose confidential information (the Partnerships BC Employee Confidentiality Agreement continues to be binding post-employment).
- Not lobby or otherwise make representations to PBC or its clients (including former clients that had engaged PBC during the term of your employment with PBC) for one year after the end of your employment with regard to projects which were developmental or were active engagements during your employment with PBC.
- Acknowledge that if you have had access to confidential information on a PBC -managed project, you will likely be a restricted party for the purposes of that procurement until the selection of a preferred proponent. That is, neither you nor your new employer may be able to participate on such a project unless conflict screens have been established that are acceptable to the project owner (i.e., PBC's client). The restrictions will be established by the project owner in the competitive procurement documents (i.e., RFQ, RFP), at the owner's discretion who may make reference to the materiality of the confidential information. In cases where you have had access to information which could, in the project owner's opinion, prejudice the project owner, the restriction may be extended after preferred proponent stage.

3.2.2 Senior Employees

In addition to the restrictions for all staff above, the following policies will apply to senior employees (defined as CEO, VPs, and others as designated by the CEO). Subject to the granting of a waiver by the Board of Directors, senior employees will not, within one year of the termination of employment with PBC for any reason whatsoever:

- Accept appointment to a board of directors of, or employment with, entities with which you personally, or through your subordinates, had significant dealings during the period of one year immediately prior to the termination of your service;
- Act for an outside entity (outside the public sector) in connection with ongoing proceedings, transactions, negotiations or cases in which the outside entity and either Partnerships BC or its clients are involved, if during your employment with Partnerships BC, you acted for, or advised, Partnerships BC or its clients concerning the proceedings, transactions, negotiations or cases, and acting for the outside entity would result in the receipt by the outside entity of a benefit.

Upon the request of the senior employee, the Human Resources & Governance Committee may reduce or waive the limitation period for any of the above restrictions. Such a decision should take into consideration, but is not limited to, the following:

- The materiality of the information possessed by the employee by virtue of the individual's position with PBC;
- The degree to which the new employer may gain an unfair advantage by hiring the employee;
- The circumstances under which the termination of their service occurred;
- The desirability for rapid transfer of the employee's skills to other sectors;
- The authority and influence possessed by the employee while with PBC; and
- The disposition of other cases.

3.3 ACCEPTANCE OF GIFTS, ENTERTAINMENT, BENEFITS AND FAVOURS

You must not:

- Request or accept from an individual, corporation or organization, directly or indirectly, a personal gift or benefit that arises out of your employment, other than:
 - The normal exchange of gifts between friends or family;
 - The normal exchange of hospitality between persons doing business together;
 - The normal presentation of gifts to persons participating in public functions, speeches, lectures or seminars; or

- Solicit or accept gifts, donations or free services for work-related leisure activities other than in situations outlined above.

3.4 OUTSIDE INTERESTS / IMPARTIALITY

3.4.1 Public Comments

PBC employees are free to comment on public issues but you must exercise caution to ensure that in doing so, you do not jeopardize the perception of impartiality in the performance of your duties. Care should be taken in making comments or entering into public debate regarding company or client policies. You must not use your position to lend weight to the public expression of your personal opinions.

3.4.2 Political Activity

PBC employees are free to participate in political activities, including belonging to a political party, supporting a candidate for elected office, and actively seeking elected office. Your political activities, however, must be clearly separated from activities related to your employment.

If engaging in political activities, you must be able to retain the perception of impartiality in relation to your duties and responsibilities. You must not engage in political activities during working hours, or use PBC facilities, equipment or resources in support of these activities.

Partisan politics at the local, provincial or national levels are not to be introduced into the workplace. This does not apply to informal private discussions with your co-workers.

3.5 PERSONAL CONDUCT

3.5.1 Workplace Behaviour

You must treat your colleagues and clients with respect and dignity and act professionally and courteously at all times. Your conduct, including your language, must be appropriate for a business setting.

You must not exploit a work relationship for private advantage or benefit.

You must not participate in making a decision if a reasonable person would question your objectivity.

3.5.2 Working Relationships

Employees who are direct relatives, or who permanently reside together, may not be employed in situations where:

- A reporting relationship exists where one employee has influence, input or decision-making power over the other employee's performance evaluation, compensation, special permissions, conditions of work and similar matters; or

- The working relationship affords an opportunity for collusion between the two employees that would have a detrimental effect on the company's interests.

The above restriction on working relationships may be waived provided that the CEO is satisfied that sufficient safeguards are in place to ensure that the company's interests are not compromised.

3.5.3 Human Resource Decisions

You must disqualify yourself as a participant in personnel decisions when your objectivity would be compromised for any reason, or a benefit, or perceived benefit, could accrue to you. For example, you could not participate in staffing actions involving your direct relatives or persons living in your household.

3.5.4 Drug-Free Workplace

PBC is committed to providing an employment environment free from drug and alcohol abuse. You are expected to report for work free from the effects of alcohol and illicit drugs.

- It is forbidden to possess, consume, manufacture, or sell illegal drugs while working at Partnerships BC. Your judgement must be unimpaired at all times. As such, no employee is permitted to be under the influence of illegal drugs or alcohol while on duty.
- In instances where alcohol is served at specific PBC events (e.g., Christmas party), you will be reimbursed for all public transport expenses to and from the event. PBC expects you to act responsibly in any such situations.
- Employees who abuse drugs or alcohol are encouraged to seek treatment. Treatment programs are available through public and private health care facilities in our area. Affected employees are encouraged to seek confidential assistance through the Employee and Family Assistance Program.
- If you violate any aspect of PBC's drug-free workplace policy, disciplinary sanctions may be imposed against you, up to and including termination of your employment. Violators of this policy may be required, at our discretion, to satisfactorily participate in a drug abuse assistance or rehabilitation program approved by a provincial or local health, law enforcement, or other appropriate agency as a condition of continued employment.

3.5.5 Occupational Health and Safety

PBC believes that a safe and healthy work environment for all employees is vitally important to the successful operation of the organization. It is PBC's policy to provide a safe work environment which is in accordance with established occupational health and safety standards. PBC is committed to the principle that no job or task is so important that it cannot be performed without taking full account of the health and safety risks involved, and protecting against these risks by taking every precaution reasonable in the circumstances.

3.6 DIVERSITY

We value the background, experience, perspective and talent of each employee. We believe that all employees have the right to enjoy fair treatment and employment opportunities at work, and we are committed to ensuring that PBC's employment procedures, policies and practices are free of discrimination.

It is our policy to provide equal employment opportunity for all qualified individuals on the basis of the skills, abilities, knowledge and experience essential to perform the required duties. This will be done regardless of race, colour, religion, age, sex, sexual orientation, ethnic origin, disability or any other ground prohibited by the Human Rights Code R.S.B.C. 1996,C-210.

Human Resources and the Corporate Management Team will ensure that the following guidelines are applied to all employment decisions:

- Decisions concerning the hiring, compensation and advancement of employees will be made on the basis of the skills, abilities, knowledge, and experience required to perform the job duties.
- Those staff members in positions to make or influence decisions regarding employees' status or working conditions, will create and maintain a work environment where all employees have the opportunity to be productive and effective in their work, and to advance in the organization according to their skills, knowledge and abilities.
- Human Resources will ensure the fair and consistent application of this policy in daily practice and will communicate this policy to all employees.
- Human Resources will assist the Corporate Management Team in identifying areas where appropriate action may be required to increase employment opportunities for under-represented groups.

You should feel free to seek advice from Human Resources as to the interpretation or application of this policy.

3.7 USE OF CORPORATE PROPERTY

You are responsible for the appropriate care and protection of company assets, whether in physical or intangible form. Company assets are primarily to be used for legitimate business purposes, however occasional personal use by employees is acceptable provided there are no measurable increased costs, other employees are not distracted or inconvenienced, and any other company policies are complied with. You may not use company assets for personal gain or to operate a personal business of any kind. You may not allow any person, employee or other, to use company assets.

If you have any questions regarding appropriate personal use of a company asset, talk with a member of the Corporate Management Team.

You are responsible for the appropriate care and protection of all Company property associated with your duties, including exercising reasonable safeguards to prevent theft or damage. In the event of lost, stolen or damaged Company property, you are responsible to report the incident to the Vice-President, Finance and Administration.

3.7.1 Email, Internet and other Electronic Communication Devices

Internet Usage

The Internet is an “open” environment. Information transmitted by the Internet or stored on servers accessible by the Internet may not be secure and may be logged or viewed by unintended audiences. Activities on the Internet can be traced to the address from which they originate.

- Employees must comply with all applicable laws and regulations and must respect the legal protection provided by copyright and licenses with respect to both programs and data.
- Employees’ Internet usage must be able to survive public scrutiny and/or disclosure. Employees must avoid accessing sites that might bring PBC into disrepute, such as those which carry illegal or offensive material.
- Employees may use PBC Internet services for personal improvement outside of scheduled hours of work, provided that such use is consistent with professional conduct and is not used for personal financial gain.
- Internet Relay Chat channels or other Internet forums such as newsgroups or netservers may be used only to conduct work-related business or to exchange technical or analytical information. If employees wish to express personal opinions, they must use a private Internet provider and a personal ID.
- Employees must not attempt to obscure the origin of any message or download material under an assumed Internet address.
- Employees must not download software that is not related to your job at PBC.
- Alleged inappropriate use of the Internet will be reviewed by PBC on a case by case basis and, where proven, may lead to disciplinary action up to and including dismissal.

Electronic Mail Usage

The proper use of electronic mail saves time and money, reduces administrative overheads, and improves service; however, the improper use of this technology may jeopardize system integrity, security and service levels.

- All email and employee system resources are the property of PBC. Email is subject to the same restrictions on its use, and the same review process, as is any other PBC-furnished resource provided for the use of employees. Its use and content may be monitored.
- Email usage must be able to withstand public scrutiny. Users must comply with all applicable legislation, regulations, policies and standards. This includes complying with copyright and license provisions with respect to both programs and data.
- While email is provided as a business tool to users, its reasonable, incidental use for personal purposes is acceptable. This use must not, however, detrimentally affect employee productivity, disrupt the system, and/or harm government's reputation.
- Employees may not:
 - Use email for commercial solicitation or for conducting or pursuing their own business interests or those of another organization;
 - Use email to distribute hoaxes, chain letters, or advertisements, and/or send rude, obscene or harassing messages; or
 - Propagate viruses, knowingly or maliciously.
- Employees must not send, forward and/or reply to large distribution lists concerning non-PBC business. In addition, employees must consider the impact on the network when creating and using large, work-related distribution lists.
- Email is a record, and management of email must comply with existing legislation, regulations, policies, and standards (e.g., the *Freedom of Information and Protection of Privacy Act*).
- Alleged inappropriate use of email technology will be reviewed by PBC on a case by case basis and may lead to disciplinary action up to and including dismissal.

4 PROTECTION OF PRIVACY

PBC is required to comply with the information access and protection of privacy requirements established in B.C.'s Freedom of Information and Protection of Privacy Act (FOIPPA). FOIPPA outlines the requirements which all B.C. public bodies must apply to protect personal information. You must comply

with the provisions of FOIPPA when collecting, accessing, using, disclosing, storing and disposing of personal information received in the course of doing your work.

4.1 CONTRACTORS AND SUPPLIERS

You must not divulge information regarding a contract that is not already available to the general public unless you have been given prior authorization by the Corporate Management Team. You also must not divulge any information which could impair the negotiating position of PBC, or which could benefit the competitive position of one contractor or supplier at the expense of another.

5 PROTECTION OF GENERAL CORPORATE INFORMATION

All data/information held by PBC, in whatever form, is the property of the company and much of this information is confidential. As a condition of your employment, you must sign a Confidentiality Agreement (Appendix A) which tells you how you will safeguard that Confidential Information. The Confidentiality Agreement continues in effect indefinitely after you have left PBC.

5.1 DUTY OF CONFIDENTIALITY

Confidential information that you receive through your employment must not be divulged to anyone other than persons who are authorized to receive the information. If you are in doubt as to whether certain information is confidential, you must ask the appropriate authority before disclosing it. Caution and discretion in handling confidential information continues to apply after the employment relationship ceases.

Confidential information that you receive through your employment must not be used for the purpose of furthering any private interest, or as a means of making personal gains.

5.2 COMMUNICATIONS/MEDIA PROTOCOL

PBC will be involved in projects that draw media attention and focus. You must not provide information to the media or discuss project details with members of the public or media without the consent and approval of the Management Team. All requests from the media for information and/or interviews are to be referred to the Assistant Vice-President, Communications and Government Relations.

5.3 SOCIAL MEDIA

The Company trusts its employees to be responsible in their use of social media. Employees are expected to take a common sense approach to social media use, and to continually ask themselves whether their comments on social media sites could harm the Company, its shareholder or stakeholders.

PBC trusts its employees to practice effective time management, and though the occasional use of social media sites during working hours is permissible, employees should limit the time spent on social media sites during working hours.

Employees are free to comment on public issues using social media but must exercise caution to ensure that in doing so you do not jeopardize the perception of impartiality in the performance of your duties. Care should be taken in making comments or entering into public debate regarding company, shareholder, or client policies.

When using social networking tools (such as Facebook, LinkedIn and others) you are reminded that this Policy, and all other Company policies, govern those communications. Whether at work, or not at work, you must not:

- Post or disclose Confidential Information; or
- Post comments or materials which could harm, or be perceived to harm, the Company in any way; or
- Post comments about co-workers, management, clients that could be interpreted as disparaging or derogatory, and therefore considered harassment.

5.4 LEGAL PROCEEDINGS

You must not sign affidavits relating to facts that have come to your knowledge in the course of your duties for use in court proceedings unless the affidavit has been prepared by a lawyer acting for PBC in that proceeding. You are obliged to cooperate with lawyers defending PBC's interest during legal proceedings.

A written opinion prepared on behalf of PBC by any legal counsel is to be treated as subject to solicitor/client privilege and is, therefore, confidential. Such an opinion is not to be released to persons outside the company without prior review and written approval by PBC Corporate Legal Counsel.

5.5 RECORDS MANAGEMENT

PBC is committed to ensuring effective and responsible management of all company records. You are responsible to manage records for which you have custody and control in accordance with PBC's Records Management Policy (available on the Knowledge Management/SharePoint site).

6 COMMITMENT AND COMPLIANCE

6.1 COMPLIANCE WITH THE CODE

You are responsible for being aware of, and understanding your responsibilities under, this Policy.

You should avoid any situation where you would request or enable another employee, contractor or consultant to violate any Company policy, requirement, or directive.

If you have any doubt or questions concerning any aspect of this policy, you should discuss them with a member of the Corporate Management Team.

Failure to comply with the standards outlined in the Policy may lead to disciplinary action, up to and including termination.

6.2 COMPLIANCE WITH THE LAW

You must fully comply at all times with both the letter and the spirit of all laws applicable to your job.

You must avoid any situation that could be perceived as improper, or indicate a casual attitude towards compliance.

You must never commit or condone an illegal act, or counsel another employee, contractor or consultant to do so.

Employees who engage in any illegal activity will be subject to disciplinary action, up to and including termination. If you have any questions regarding applicable laws, you should contact the Corporate Legal Counsel.

7 REPORTING

7.1 REQUIRED REPORTS

You must report:

Conflicts of Interest

You must immediately report in writing to the Corporate Management Team or PBC Corporate Legal Counsel any actual or potential conflict of interest.

Third Party Information Requests

You must immediately report to PBC Corporate Legal Counsel if a third party asks you to provide information, or summons you to testify about anything work-related.

An Unsafe Workplace

You must immediately report to a member of the Corporate Management Team any safety hazard, unsafe condition or situation, assault or threat.

7.2 MISCONDUCT

Allegations or concerns should be reported as follows:

- In writing, to a member of the Corporate Management Team or PBC Corporate Legal Counsel, who will acknowledge receipt of the submission, investigate the matter and respond in writing within 30 days after receiving your submission. Where an allegation involves the CEO, the allegation will be addressed to the Chair, PBC Board of Directors.

If you believe the matter has not been resolved, you may then refer the allegation to the appropriate authority. If you decide to pursue the matter further, then:

- Allegations of illegal activity must be referred to the police;
- Allegations of a misuse of funds must be referred to the Chair, PBC Board;
- Allegations of a danger to public health must be brought to the attention of health authorities; and
- Allegations of a significant danger to the environment must be brought to the attention of the Deputy Minister, Ministry of Environment.

7.3 VOLUNTARY REPORTS AND COMPLAINTS

You can report:

Discrimination and Harassment

If you experience discrimination or harassment and want to complain, you can follow the process in Appendix D.

7.4 ACT IN GOOD FAITH

You must act in good faith when reporting a breach of, or complain under, the Policy. That is, you must be satisfied that a reasonable person would conclude that the information you intend to report suggests a serious breach or bona fide complaint. You may be disciplined for making false or malicious reports or complaints.

7.5 NO RETALIATION

We encourage you to raise breaches of, and complaints under, the Policy and we will protect you from reprisals if you report or complain in good faith. We will discipline, and may dismiss, anyone who retaliates against anyone who makes a report or complains.

7.6 CONFIDENTIALITY

We will keep your report or complaint confidential, except we will share enough information to allow us to investigate the matter, and will disclose any information required by law. We ask that you, and will ask others involved in the investigation, to also keep information confidential. We may discipline anyone who does not keep a report or complaint confidential.

7.7 TIMELINESS

You must make your report or complaint promptly. It is difficult to resolve old matters – evidence and memories deteriorate quickly. We reserve the right not to investigate a report or complaint based on events more than 6 months old.

7.8 WHISTLEBLOWER POLICY

PBC is committed to the highest possible standards of openness, honesty and accountability. In line with that commitment, we expect employees and others who we deal with who have serious concerns about any aspect of our work to come forward and voice those concerns.

A “whistleblowing”, or reporting mechanism, invites all employees to act responsibly to uphold the reputation of the company and maintain public confidence. A whistleblowing policy aims to ensure that serious concerns are properly raised and addressed within the company.

The full whistleblower policy is attached to this document as Appendix C.

APPENDIX A – CONFIDENTIALITY AGREEMENT

This Agreement confirms and records the terms of your responsibilities to protect and avoid the unauthorized use or disclosure of confidential or proprietary information received, learned or disclosed by, or to, you during the course of your employment by Partnerships British Columbia Inc. ("PBC").

You and PBC hereby agree as follows:

(1) Interpretation

(a) Definitions. In this Agreement:

- (1) "Confidential Information" means any information relating to PBC's Business (as hereinafter defined) or assets, that you obtain from PBC, or on behalf of PBC, or learn, discover, develop, conceive, or create during the term of your employment with PBC, that is not generally known to the public, or to anyone who is not bound to PBC by obligations of confidentiality, or that PBC informs you, or that you should know by virtue of your position, or the circumstances in which you learned it, is to be kept confidential and
 - i. in respect of which PBC, otherwise, has a legitimate interest in maintaining secrecy; or
 - ii. from which PBC derives, or might derive, economic value, actual or potential, from not being generally known
 - iii. and which, without limiting the generality of the foregoing, includes:
 - iv. all information relating to PBC's Business, and to all other aspects of PBC's structure, personnel, and operations that is not generally known to the public, including financial information, marketing, advertising and commercial strategies, customer lists, compilations, agreements and contractual records and correspondence; programs, devices, concepts, inventions, designs, methods, processes, data, know-how, unique combinations of separate items that individually may or may not be generally known, and items provided, or disclosed, to PBC by third parties, subject to restrictions on use or disclosure (collectively referred to in this Agreement as the "PBC Trade Secrets"); and
 - v. all proprietary and business information licensed to, or acquired, used, or developed by PBC in its business activities, including but not restricted to, systems, procedures, strategies, concepts, know-how, information, material, designs, formulae, processes, research data, patent applications and data (collectively referred to in this Agreement as the "PBC Proprietary Information"); and
 - vi. information obtained by PBC in confidence from others including:

- the Province of British Columbia, public sector agencies and other clients;
 - other governments;
 - Private sector businesses.
- vii. "PBC's Business" means the business, or businesses, carried on by PBC, or any associated or related company, or which, during the course of your employment, PBC might consider carrying on.

(2) Confidentiality

- (a) **Basic Obligation of Confidentiality.** You acknowledge and agree that in the course of your involvement with PBC's Business, PBC may disclose to you, or you may otherwise be exposed to, Confidential Information. PBC agrees to provide such access to you and you agree to receive and hold the Confidential Information on the terms and conditions set out in this Agreement. Except as set out below, you will keep strictly confidential all Confidential Information and all other information that you acquire, see, or are informed of, as a direct or indirect consequence of your involvement with PBC, or is generated through negotiations, or other activities, of the parties in connection with your involvement, in any capacity, with PBC's Business. Confidential Information may or may not be labeled as "confidential". You will use common sense and good judgment when determining whether unlabelled information is confidential, and you will ask for clarification from your supervisor.
- (b) **Fiduciary Capacity.** You will be, and will act toward PBC as, a fiduciary in respect of the Confidential Information. You have a duty to act in good faith and with due regard to the interests of PBC
- (c) **Non-Disclosure.** Except as required in the course of your lawful employment duties for PBC, or unless President and CEO of PBC first gives you written permission to do so, you will not at any time, either during or after your involvement in any capacity with PBC:
- (d) Use duplicate publish or disclose Confidential Information, or recollections thereof, including to any third party;
- (e) **Taking Precautions.** You will also take all reasonable measures (including security of electronic material) in accordance with PBC policy, and instructions from your supervisor, to protect Confidential Information in your possession or control from any accidental, unauthorized, or premature use, disclosure, or destruction, or from being discovered by third parties.
- (f) **PBC's Ownership of Confidential Information.** As between you and PBC, all right, title and interest in and to the Confidential Information, whether or not created or developed by you, is and shall remain, PBC's property.

- (g) Control of Confidential Information and Return of Information. All materials (including physical and electronic) produced, or prepared by you, containing Confidential Information, including designs, devices, formulae, memoranda notes, test results, drawings, plans, prototypes, samples, accounts, reports, financial statements, estimates and materials prepared in the course of your responsibilities to, or for the benefit of PBC, shall belong to PBC, and you will turn over possession to PBC of all such items in your possession, or control, promptly when PBC requests you to do so.
- (h) Duration of Obligation. Except as PBC agrees otherwise in a written instrument signed by the President and CEO of PBC, your obligation to protect Confidential Information continues throughout your employment with PBC and will endure.
- (i) for so long as the matter remains not generally known to the public.
- (j) Exemptions. The obligations set out in this Agreement will not apply to any of the following:
- i. particular pieces of information or material to the extent that PBC expressly agrees to exempt such items by a written instrument signed by the President & CEO of PBC; or
 - ii. information or material that is in the public domain through no fault of yours; or
 - iii. information or material that you are obligated by law including Freedom of Information and Protection of Privacy Act to disclose if your are obligated:
 - A. you will notify PBC, in writing, of all material particulars of the obligation, as soon as possible, and in any event prior to making any disclosure,
 - B. if PBC agrees that the disclosure is required by law, it will give you written authorization to disclose the information for the required purposes only,
 - C. if PBC does not agree that the disclosure is required by law, then this Agreement will continue to apply unless and to the extent that, a Court of competent jurisdiction orders otherwise, and
 - D. in any event, you will take all lawful steps to attempt to ensure that all disclosures required by law are subject to a protective order of the Courts.

(3) General

- (a) Binding Nature of Agreement. You agree that this Agreement shall be binding upon you, your heirs, executors and assigns.
- (b) Equitable Remedies. You acknowledge and agree that a breach by you of any of your obligations hereunder would result in damages to PBC that could not be adequately compensated for by a monetary award. Accordingly, in the event of any such breach by you, in addition to all other remedies available to PBC at law, or in equity, PBC shall be entitled, as a matter of right, to apply to a Court of competent jurisdiction for such relief by way of restraining order, injunction, decree or otherwise, as may be appropriate to ensure compliance with the provisions of this Agreement.
- (c) Independent Legal Advice. This is an important Agreement for PBC containing significant undertakings by you. PBC urges you to seek independent legal advice with respect to your obligations under this Agreement.
- (d) No Conflicting Obligations. You represent, except as you have disclosed to PBC in Schedule A, on the date hereof, that you have no agreements with, or obligations to, others with respect to the matters covered by this Agreement, or concerning the Confidential Information, that are in conflict with anything in this Agreement, except to those parties described in Schedule A.
- (e) Publicity. Without the prior written consent of the President & CEO or Vice-President, Corporate Relations of PBC, you will not make, or give, any public announcements, or press releases, or statements to the public, or the press, regarding any Confidential Information, or concerning PBC's Business.
- (f) Severability. If any covenant or provision of this Agreement, or of a Section of this Agreement, is determined by a Court of competent jurisdiction to be void, or unenforceable, in whole, or in part, then such void or unenforceable covenant, or provision, shall not affect, or impair, the enforceability, or validity, of the balance of the Section, or any other covenant, or provision.
- (g) Time of Essence/No Waiver. Time is of the essence hereof, and no waiver, delay, indulgence, or failure to act by PBC regarding any particular default, or omission, by you shall affect or impair, any of PBC's rights, or remedies, regarding that, or any subsequent, default or omission, that is not expressly waived in writing, and in all events time shall continue to be of the essence, without the necessity of specific reinstatement.
- (h) Miscellaneous. This Agreement shall be governed by, and be interpreted in accordance with, the laws of the Province of British Columbia, and all disputes under, or relating to, this Agreement shall be submitted to, and resolved in, the Courts of British Columbia, in the City of Victoria. The parties will execute and deliver to each other such further Instruments and assurances and do such further acts as may be required to give effect to this Agreement. All notices and other

communications required or permitted by this Agreement must be in writing and delivered by hand, or double-registered mail, to the parties at their addresses set out on the first page hereof, or to such other addresses, of which the parties give each other notice. This Agreement supersedes all previous dealings, understandings, and expectations of the parties and constitutes the whole agreement with respect to the matters contemplated hereby, and there are no representations, warranties, conditions or collateral agreements between the parties with respect to such transactions, except as expressly set out herein. No amendment, modification, supplement, or other purported alteration of this Agreement, shall be binding, unless it is in writing, and signed by you, and by the President and CEO of PBC.

ACCEPTANCE

I certify that I have read and understand my responsibilities with respect to the foregoing and recognize that any violation might be cause for disciplinary action including, but not limited to, dismissal and legal action, as appropriate. If I cease to be a PBC employee, I recognize that any violation might be cause for legal action.

Accepted and Agreed to this _____ day of _____, 20_____.

Witness

Employee

Print Name

Print Name

Occupation

Address

SCHEDULE A

This schedule forms part of the Confidentiality Agreement between _____ and PBC.

The following describes any and all prior obligations of confidentiality which may affect this Agreement.

- Previous Employment and Confidentiality Agreements with _____

Witness

Employee

Print Name

Print Name

APPENDIX B – EMPLOYEE DECLARATION

The Ethics and Conduct Policy (the Policy) for Partnerships BC employees is available on the “Employee Resources” SharePoint site and can be downloaded in printable format.

The objectives of this policy are to describe the standards of conduct expected of employees and to define employer and employee responsibilities related to them.

Employees who breach the Policy may be subject to disciplinary action up to and including dismissal.

Please sign below and retain a copy of the Policy for your records.

I hereby acknowledge that I have received a copy of the Ethics and Conduct Policy and that I have read and understood the Policy.

Signature

Print Name

Date

APPENDIX C – WHISTLEBLOWER POLICY

1 INTRODUCTION

Partnerships British Columbia (“PBC” or the “Company”) is committed to the highest possible standards of openness, honesty and accountability. In line with that commitment, we expect employees and others who we deal with who have serious concerns about any aspect of our work to come forward and voice those concerns.

A “whistleblowing”, or reporting mechanism, invites all employees to act responsibly to uphold the reputation of the company and maintain public confidence. A whistleblowing policy aims to ensure that serious concerns are properly raised and addressed within the company.

This Policy applies to all employees and those contractors working for PBC.

The overriding principle with which the Company will act is the interest of the Company and its shareholder.

2 BACKGROUND

2.1 WHAT IS WHISTLEBLOWING

Employees are usually the first to know when something is going seriously wrong. A culture of turning a “blind eye” to such problems means that the alarm is not sounded, and those responsible for oversight of the company do not get the chance to take action before real damage is done. Whistleblowing can therefore be described as giving information about potentially illegal and/or underhanded practices, i.e., wrongdoing.

2.1.1 What is Wrongdoing?

Wrongdoing involves any unlawful or dishonest behaviour and can include:

- An unlawful act, whether civil or criminal;
- Breach of, or failure to implement or comply with, any approved policy;
- Knowingly breaching municipal, federal or provincial laws or regulations;
- Unprofessional conduct, or conduct below recognized, established standards of practice;
- Questionable accounting or auditing practices;
- Dangerous practice likely to cause physical harm/damage to any person/property;

- Failure to rectify or take reasonable steps to report a matter likely to give rise to a significant and avoidable cost or loss to the company;
- Abuse of power or authority for any unauthorized or ulterior purpose;
- Unfair discrimination in the course of employment or provision of services.

This list is not definitive, but is intended to give an indication of the kind of conduct which might be considered as “wrongdoing”.

2.2 WHO IS PROTECTED?

Any employee who makes a disclosure, or raises a concern, under this Policy will be protected if the employee:

- Discloses the information in good faith;
- Believes it to be substantially true;
- Does not act maliciously or make false allegations; and
- Does not seek any personal or financial gain.

3 REPORTING

Employees with a reasonable basis for believing that wrongdoing has occurred, have a responsibility to report it to the Chair of the Partnerships BC Board of Directors (the “Board Chair”). Employees with a complaint or concern about the Company should file a report in writing directly with the Board Chair.

3.1 INVESTIGATION

The Board will review the complaint and determine if an investigation is warranted. The Board will also manage the investigation process.

Employees are not to confront the individual being investigated, or instigate investigations on their own, as such actions can compromise their safety, and any ensuing investigation. In those instances where the investigation indicates criminal activity, the appropriate law enforcement agency will be notified.

3.2 HOW THE COMPANY WILL RESPOND

The Company will respond positively to your concerns. Do not forget that testing out your concerns is not the same as either accepting or rejecting them.

3.2.1 Investigation

Employees with a reasonable basis for believing such acts have occurred, have a responsibility to report it to the Board Chair. The Board Chair may designate either the Chair of the Audit Committee, or the Chair of the HR and Governance Committee, as the official contact for investigating suspected wrongdoing.

The designated Chair will determine if an investigation is warranted. If it is determined that an investigation is warranted, the designated Chair will investigate the suspected wrongdoing and, depending on the nature of the complaint, may consult with the Board Chair, CEO, or other officers of the Company as appropriate.

Employees are not to confront the individual being investigated, or instigate investigations on their own, as such actions can compromise their safety, and any ensuing investigation. In those instances where the investigation indicates criminal activity, the appropriate law enforcement agency will be notified.

Where appropriate, the designated Chair may deal with the issues raised as follows:

- (i) Investigation by the Audit Committee, senior management, or the Board of Directors;
- (j) Referral to the police or appropriate authorities;
- (k) Referral to the external auditors;
- (l) An independent inquiry.

In order to protect individuals and those accused of misdeeds or possible malpractice, initial enquiries will be made to decide whether an investigation is appropriate, and if so, what form it should take.

The overriding principle with which the Company will act is the interest of the Company and its shareholder.

Some concerns may be resolved by agreed-upon action without the need for investigation. If urgent action is required, this may be taken before any investigation is conducted.

Within ten (10) working days of a concern being raised, the designated Chair will communicate to the employee who has raised the concern acknowledging that the concern has been received.

The amount of contact between officers of the Company considering the issue(s) and the employee will depend on the nature of the matter(s) raised, the potential difficulties involved, and the clarity of the information provided. If necessary, the Company will seek further information from the employee who has reported the matter.

The Company will take steps to minimize any difficulties which the employee may experience as a result of raising a concern. For instance, if the employee is required to give evidence in criminal or disciplinary proceedings, the Company will arrange for the employee to receive advice about the procedure.

The Company accepts that the employee who has raised the concern needs to be assured the matter has been properly addressed. Thus, subject to legal constraints, the employee will be informed of the outcome of any investigation.

3.2.2 Timeframe

Concerns will be investigated as quickly as possible. It should be kept in mind that it may be necessary to refer a matter to an external agency, and this may result in an extension of the investigative process. Also, the seriousness and complexity of any complaint may have an impact upon the time taken to investigate a matter. The designated Chair will indicate at the outset of the investigation, the anticipated timeframe for investigating the complaint.

3.3 PREVENTION OF RECRIMINATIONS, VICTIMIZATION OR HARASSMENT

The Company will not tolerate any attempt on the part of anyone to apply any sanction or detriment to any person who has reported to the Company a serious and genuine concern that they may have concerning an apparent wrongdoing.

3.4 CONFIDENTIALITY AND ANONYMITY

The Company will respect the confidentiality of any whistleblowing complaint received by the Company where the complainant requests such confidentiality. While the Board Chair will give consideration to matters raised through an anonymous source, it must be appreciated that it will be easier to investigate and to verify complaints if the complainant is prepared to give his or her name.

3.5 FALSE AND MALICIOUS ALLEGATIONS

PBC is proud of its reputation as being honest and accountable. It will therefore ensure that appropriate resources are dedicated to investigating any complaint received. However, it is important to realize that the Company will view very seriously any allegations which prove to have been made maliciously, or known to be false.

The Company will regard the making of any deliberately false or malicious allegations by any employee of the Company as a serious disciplinary offence which may result in disciplinary action, up to and including dismissal for cause.

APPENDIX D – DISCRIMINATION AND HARASSMENT COMPLAINT PROCEDURE

1 PURPOSE

If you experience work-related discrimination or harassment and would like to complain, this procedure gives you an opportunity to raise your concerns internally. We will investigate complaints quickly and thoroughly. Upon completion of the review, we will share our conclusions and recommendations with you.

This procedure does not prevent you from filing a complaint under the Human Rights Code. However, if you make a complaint of discrimination or harassment to the British Columbia Human Rights Tribunal, this procedure will not apply. PBC will cooperate with any Human Rights Tribunal investigation.

1.1 DISCRIMINATION

Discrimination relates to any of the prohibited grounds contained in the Human Rights Code. Prohibited conduct may be verbal, non-verbal, physical, deliberate or unintended, unsolicited or unwelcome, as determined by a reasonable person. It may be one incident or a series of incidents depending on the context.

Employees have the right to employment without discrimination. Discrimination includes incidents of harassment because of race, colour, ancestry, place of origin, religion, family status, marital status, physical disability, mental disability, sex, age, sexual orientation, political belief or conviction of a criminal or summary conviction offence unrelated to an individual's employment.

1.2 SEXUAL HARASSMENT

Sexual harassment is a form of discrimination and is defined as any unwelcome comment or conduct of a sexual nature that may detrimentally affect the work environment or lead to adverse job-related consequences for the victim of the harassment.

Examples of sexual harassment include, but are not limited to:

- A person in authority asking an employee for sexual favours in return for being hired or receiving promotions or other employment benefits;
- Sexual advances with actual or implied work-related consequences;
- Unwelcome remarks, questions, jokes or innuendo of a sexual nature including sexist comments or sexual invitations;
- Verbal abuse, intimidation or threats of a sexual nature;
- Leering, staring or making sexual gestures;
- Display of pornographic or other sexual materials;
- Offensive pictures, graffiti, cartoons or sayings;

- Unwanted physical contact such as touching, patting, pinching or hugging; and
- Physical assault of a sexual nature.

The definition of sexual harassment is not meant to inhibit interactions or relationships based on mutual consent or normal social contact between employees.

1.3 COMPLAINT PROCEDURE

Discuss with Human Resources and ask for help in resolving the matter. If the matter is resolved to your satisfaction, the complaint will be considered closed.

If the resolution proposed by Human Resources through the informal process is not acceptable, the complaint process will be escalated as follows:

A written complaint will specify the details of the allegation including:

- Date(s) of incident(s)
- Name of the person you are complaining about
- The action, conduct, events or circumstances involved
- Name(s) of witnesses (if any)
- Prior attempts to resolve (if any)
- The remedy you seek.

Human Resources will promptly review the complaint with the other person and report to the CEO who will consider the report and decide whether a formal interview of the parties involved is necessary. If so, the CEO will interview the parties promptly. The CEO will consult with Human Resources and decide how to resolve the issue. The decision will be final.

The employee(s) involved will be advised in writing of the proposed resolution. This will be within thirty days from the date Human Resources received the written complaint, or a later date mutually agreed to by the employee(s).

If the complaint is about, or from, the CEO, Human Resources will advise the PBC Board of Directors who will then assume responsibility for investigation and resolution of the complaint. In the event the complaint is about the CEO, you have the right to address the complaint directly to the PBC Board of Directors.