



GOVERNMENT
OF BERMUDA

SERVICES AGREEMENT

THIS SERVICES AGREEMENT is made the 1st day of April 2018 (the "Effective Date")

BY AND BETWEEN:

(1) **Ministry:** Ministry of Education and Workforce Development
Department: Department of Workforce Development
Address: 23 Parliament Street
Hamilton HM12, Bermuda

(hereinafter called the "Government") of the one part; and

(2) The supplier as identified and set out in Schedule A (hereinafter referred to as the "Supplier" or "you") of the other part.

The Government and you are individually referred to as a "party" and collectively as the "parties".

This Agreement including any schedules sets out the terms and conditions upon which you will provide services to the Government.

IN WITNESS WHEREOF, the parties, or their authorized representatives, have read and agree to the terms and conditions of this Agreement on the Effective Date.

SIGNED by a duly authorised officer/ representative for and on behalf of the Government	Signature:  Printed Name: George G. Outerbridge Title: Director, Dept. of Workforce Development
SIGNED by the Supplier or a duly authorised officer/representative for and on behalf of the Supplier	Signature:  Printed Name: Charles K. Dunstan Title: President



SCHEDULE A

STATEMENT OF WORKS

This Schedule A, the attached General Terms and Conditions and Appendix 1, form this Agreement. Capitalized terms used but not defined in this Schedule will have the meanings given to them in the Agreement. If a term in this Schedule A conflicts with a term in the Agreement, the provisions of this Schedule A will prevail to the extent of such conflict. References in this Schedule A to Sections and Exhibits will refer to the Sections and Exhibits of this Schedule A unless otherwise noted.

1. Supplier Name and Contact Information:

Supplier:	Construction Association of Bermuda
Address:	International Center, 26 Bermudiana Road
	Suite 408, Hamilton, Bermuda, HM11
Tel:	441-292-0633
Supplier	Mr. Charles K Dunstan
Representative:	
Representative	
Tel No:	
Email:	caob@logic.bm

2. Term and Termination

- 2.1 This Agreement shall commence on the Effective Date and end on the Completion Date, whereupon this Agreement shall expire unless terminated earlier in accordance with its terms.

Commencement Date:	1 st April 2018
Completion Date:	31 st March 2019
Termination Notice Period:	30 days prior written notice

- 2.2 The term of this Agreement may be extended for an additional period, with the written consent and approval of the Permanent Secretary, the Secretary to the Cabinet, the Financial Secretary and with Cabinet approval if required.



3. Objectives

- 3.1 You are responsible for ensuring that the Services are completed in accordance with the terms, conditions and requirements of this Agreement, including any other responsibilities assigned to you, rather than working a specified amount of time.
- 3.2 You are responsible for managing time in order to complete your obligations under this Agreement and you recognize that working outside of regular work hours may be necessary in order to fulfil your obligations and responsibilities without additional compensation of any kind.
- 3.3 You will be required to be available for work during a five (5) day work week to achieve your objectives and the Services, subject to the needs of the Government. When there is no unscheduled or urgent work involved, the work days should be confined to the 5 day week normally observed by the industry.

4 Services provided by you and/or Representative

- 4.1 You and/or the Representative will perform and provide the Services as set out in Appendix 1.
- 4.2 The parties agree to abide by any other instructions or information as may be provided in Appendix 1, if applicable.
- 4.3 Written approval from the Government of the drafts, proofs and estimates may be taken by you as authorization to proceed. Based upon the Government's written approval, you may enter into written agreements with suppliers of goods and services in order to provide the Services and you shall provide the Government with written estimates for approval prior to entering into any such agreement.
- 4.4 You shall take all reasonable steps necessary to comply with any request from the Government to amend, halt, reject or cancel work in connection with the preparation for the provision of Services or in connection with the Services. Government agrees to pay any third party costs directly connected to any amendments or cancellation of the Services or any portion of the Services only if such costs or fees cannot be recovered by you.
- 4.5 Any documents or plans prepared by you for the Government may be used by the Government for any purpose.
- 4.6 Progress Report: You shall submit progress reports in connection with the Services ("**Reports**") on at least a quarterly basis, or as otherwise required, to the Government. The Reports shall include a summary of the activities and accomplishments during the previous reporting period. The Report will relate to your itemized invoice for time spent in the prior quarter and include an itemized forecast of the intended time to be spent on known activities in the coming month (which will require ratifying by Government). It will also include YTD totals for payments received and work completed (expressed in \$). Any decisions and/or actions required of the Government during the upcoming reporting period(s) should be included in the Report. The specified date for submission of the Reports for the reporting period shall be determined by the Government.



5 Additional Services

- 5.1 Additional services or variations in the Services may be required after the date of execution of this Agreement and may be performed upon written approval of the Government. Such written approval shall be evidenced by a Project Change Authorization order ("**Change Order**") or such other written authorization as approved and signed by the Contact or a duly authorised Public Officer. In such case, a Change Order shall be issued within a reasonable time thereafter.
- 5.2 All Change Orders are subject to the terms and conditions of this Agreement.
- 5.3 Fees for additional services shall be agreed by the Government in writing prior to any additional services being performed.
- 5.4 Only services which are not required for performance of the Services to be provided hereunder shall be deemed additional services.

6 Inspection and Acceptance

- 6.1 The Government will notify you of the Contact who shall be responsible for reviewing and approving all work produced by you or the Representatives.
- 6.2 The Government shall at all times retain the right to inspect the work provided by you or the Representatives.
- 6.3 The Government shall have the right to review, require correction or additional follow up, if necessary, and accept the Services and any written work product submitted by you or the Representatives. Review(s) of any written work product shall be carried out within 30 days of receipt, unless extended to a date certain by the Government, so as not to impede your work.
- 6.4 You shall make any required corrections promptly at no additional charge and return a revised copy of the written work product to the Government within 10 working days of notification or a later date if extended by the Government. In the event that you are required to implement changes with respect to your performance of Services, such change shall be implemented within a reasonable time, as determined by the Government in consultation with you.
- 6.5 Your failure to proceed with reasonable promptness to make necessary corrections shall be a default. If your corrected performance or written work product remains unacceptable, the Government may terminate this Agreement, reduce the Fee and/or reject the hours submitted in connection with such work to reflect the reduced value of services received.

7 Time of the Essence

- 7.1 You shall perform the Services expeditiously to meet the requirements of the Government and shall complete any portion or portions of the Services in such order as the Government may require. The Government shall have the right to take possession of and use any completed or partially completed portions of the work notwithstanding any provisions expressed or implied to the contrary.
 - 7.2 The Government shall give due consideration to all designs, drawings, plans, specifications, reports, tenders, proposals and other information submitted by you or your Representatives, and shall make any decisions which are required to be made in connection therewith within a reasonable time so as not to delay the progress of the work.
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8 Fee

- 8.1 The Government will compensate you the fee as set out below and all such amounts are to be paid in arrears, unless otherwise stated:

Rate	Fee
You will be paid.....	BMD\$ 20,000 Quarterly Payment shall be in arrears by way of direct deposit in into a bank account held in Bermuda specified by the Service Provider.
Installation or other one-time charge.	BMD\$ No one-time fee
Total	BMD\$ 80,000.00

- 8.2 Your compensation is subject to deductions as required by law. You and your Representatives will be required to be available for work during a five (5) day work week, subject to the needs of the Government.

9 Expenses

- 9.1 Any Expenses (as defined below) associated with this Schedule, in addition to the Fees (as defined below), shall be those Fees and Expenses associated with providing the Services in accordance with this Agreement.
- 9.2 If applicable, while performing the Services in or from Bermuda, the Representative may require accommodation in connection with the provision of Services. In the event that accommodation is required, the Government may assist you or the Representative in acquiring accommodation but the Government shall not be liable to pay for such accommodation. You shall be liable for all Expenses and utility fees (including water, telephone and other charges) incurred by residing or otherwise staying at a property of your own choosing. You agree to abide by the rules and regulations of the property owner and you shall indemnify the Government against any losses the property owner may suffer as a result of your or the Representative, residing or staying at that property.
- 9.3 All requested Expenses shall be provided to the Government in writing prior to any such Expenses being incurred. All air travel shall be at economy class, unless otherwise agreed in writing. You, the Representative, and any other person engaged by you, are not permitted to incur additional expense, costs or charges without the prior written consent of the Government.
- 9.4 Approved Expenses shall be paid in accordance with this Agreement.

10 Taxes

You will be responsible for tax payments and for providing information as requested:



- 10.1 To register and pay all taxes including but not limited to, social insurance and health insurance, costs in a timely manner.
- 10.2 To provide proof of payment of all amounts due to Government such as payroll tax, social insurance premium and all other receivables to Government, before final payment is made to you.
- 10.3 Your tax information:

Payroll Tax No	Social Insurance No.
N/A – Not –for Profit Association & no employees	N/A

11 **Invoicing Terms**

- 11.1 You shall provide a quarterly invoice to the Contact set forth herein, with supporting documentation and itemizing the following:
- (a) Your name, invoice date and invoice number;
 - (b) Change Order number, if applicable;
 - (c) Details of Services performed;
 - (d) Time and services rendered in hourly (or less than daily) increments with sufficient detail to determine appropriate expenditure of hourly efforts;
 - (e) Other supporting documentation (including copies of any invoices or receipts for reimbursable expenditures as provided for herein);
 - (f) Mailing address and the person to whom payment is to be sent or the banking institution and full account information for payment by wire transfer (unless such information has previously been provided to the Government); and
 - (g) Telephone number, fax number and e-mail address.
- 11.2 Invoices must be submitted quarterly. Government shall pay all undisputed fees/invoices 45 days in arrears. The Government may dispute an invoice within 30 days of receipt, however, the Government reserves the right to question payments made on an invoice at any time if it suspects fraud, willful misconduct or negligence on your part. In the event that fraud, willful misconduct or negligence is discovered in relation to payments made to you, the Government reserves the right to recover such payments from you, at your cost (which shall include all legal and collection fees and expenses).
- 11.3 Your failure to timely submit a proper invoice as set forth in this section may result in a delay in payment by Government. No interest shall be paid with regard to any late payment to you resulting from your failure to submit a proper invoice or otherwise comply with the terms of this section. You agree that the Government is not responsible, nor will it be liable to you or under law or equity for any and all expenses that you or your Representative's may incur resulting from any delays in payment caused by your failure to comply with the terms of this Agreement.
- 11.4 Government reserves the right to refuse to pay an invoice in the event that the invoice is presented 6 months after the time when it should have been presented for payment.



12 Additional Terms

12.1 Services are provided on a **non-exclusive** basis to the Government in Bermuda.

12.2 There may be occasions where certain Services may have to be outsourced. You will seek prior permission from the Government prior to outsourcing any service. In the event of any outsourcing, you will be responsible for all outsourced services or personnel.

12.3 The following persons have been designated as your Representatives and they will be providing Services to the Government:

Resource	Role	Hourly rate (for additional services)
Will Irvine	Executive Director	N/A

12.4 You agree to inform the Government should there be any changes to the Representatives.



GENERAL TERMS AND CONDITIONS

IN CONSIDERATION of the premises and mutual promises in this Agreement the parties, intending to be legally bound, agree as follows:

That in this Agreement, capitalized terms have the respective meanings referred to in this Agreement, words by their context importing the plural shall include the singular and vice versa, references to either gender includes any other gender or a neutral entity where appropriate, and a reference to any statute or regulation or law means as amended from time to time and include any successor legislation, regulations or laws.

Where the contexts requires, the word "Supplier" shall include the word "you" and vice versa.

1 Definitions

In this Agreement unless the context otherwise requires, the expressions set forth below have the following meanings in any schedules or annexes hereto:

"Agreement" means this Services Agreement and includes any schedules, appendices or annexes attached in accordance with the obligations or deliverables under this Agreement;

"Appendix 1" contains the description of the Services and any other instructions or information related to the provision of the Services that are not already described in Schedule A;

"Business Days" means Monday to Friday between 9am – 5pm in Bermuda;

"Claims" means any claims, actions, demands, costs, penalties, fees and expenses (including legal and professional fees, charges or expenses);

"Commencement Date" means the date of the commencement of the Services as set out in Schedule A;

"Completion Date" means the date of the

completion of the Services as set out in Schedule A;

"Confidential Information" means the terms of this Agreement as well as any information or data disclosed to you which (i) if in tangible form, is marked clearly as proprietary or confidential, (ii) if oral, is identified as proprietary, confidential, or private on disclosure or (iii) any other information which is not in the public domain, which upon receipt by the Government should reasonably be understood to be confidential, provided, however, that such information or data is provided under or in contemplation of this Agreement;

"Contact" means the Public Officer appointed as the liaison between you and the Government;

"Consents" means any qualifications, rights, permits, licenses, authorizations or other consents;

"Expenses" means all expenses, charges and costs (including all costs, fees, charges, fines and penalties related to travel and accommodation), penalties and fines;

"Fee(s)" means the fees to be paid to you for the Services provided in accordance with the terms of this Agreement;

"Good Industry Practice" means the exercise of that degree of skill, professional care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector;

"in writing" shall include any fax, letter or purchase order on the Government's letterhead bearing the signature of an authorised person or an e-mail emanating from the personal e-mail address of an authorised person;

"Outcomes" means the targets, results or goals to be achieved as specified in Schedule A;

"Public Officer" means any person employed by, or acting as an agent for, the Government;



"Representative(s)" means the person(s) providing the Services on your behalf;

"Services" means the services provided by you or on your behalf as set out and in accordance with Schedule A;

"Supplier Materials" means written advice, project specifications or plans and related documents, or other information provided by you or the Representative related to the provision of Services;

"Schedule A" means the schedule which forms a part of this Agreement and contains details of the Services, Fee, Expenses and Term; and

"Term" means the term of this Agreement as set out in Schedule A.

2 Services

2.1 You and the Representative agree to perform the Services for the Term upon the terms and conditions of this Agreement including Appendix 1 and the Government agrees to pay the Fee for the Services in accordance with Schedule A.

2.2 You will give the Government clear briefings on your progress of the Services and ensure that all the facts given about the Services are accurate and complete. You will co-operate fully with the Government.

2.3 You shall use your best efforts to complete the Services, or any part of the Services, in accordance with any milestones by the Completion Date or by the date as agreed between the parties.

2.4 You shall provide any Supplier Materials as requested or by the date as agreed between the parties.

2.5 The Government shall inform you of the Contact, i.e. whom you or the Representative shall be reporting to and who will accept the Services.

2.6 You have the right to suspend or terminate delivery of Services for non-payment of undisputed invoices upon 30 days' prior written notice delivered to the Government at the address provided herein for notices.

2.7 You acknowledge and warrant that you are fully satisfied as to the scope and nature of the Services and of your obligations under this Agreement.

2.8 You shall procure the benefit of any warranties or guarantees in respect of goods and materials you supply to Government and provide copies of such warranties or guarantees.

3 Provision of the Services

3.1 You represent that you and the Representative and any other person engaged by you, will perform all activities relating to the Services:

- a) in accordance with Good Industry Practice and in a professional and lawful manner;
- b) if applicable, using appropriately skilled and experienced personnel whose identity, address and right to live and work in Bermuda and (to the maximum extent permissible) whose absence of relevant criminal records has been verified;
- c) in strict accordance with the standards and timelines set out in Schedule A; and
- d) in accordance with applicable law; rules, regulations and policies of the Government.

3.2 The Services shall be provided in such place and location as instructed by the Government.

3.3 If the Services are required to be provided on the Governments' premises, you and the Representative will comply with all site rules, including health and safety rules, as



notified and both you and the Representative will conduct yourselves in a professional and safe manner. You shall notify the Government if you become aware of any health and safety violations.

3.4 If you have access to Government IT systems, you shall comply with Government IT policies and instructions (including relating to security and information controls). The Government may require personnel with access to premises or IT systems to sign a confidentiality undertaking.

3.5 You may not subcontract your obligations under this Agreement beyond using the Representative, without Government's prior written consent.

3.6 You are responsible for all acts or omissions of the Representative and any other person engaged by you relating to the Services and for ensuring their compliance with the requirements of this Agreement.

3.7 You will provide information or sign any other agreements necessary or as requested by the Government, in order that either you or the Government can fulfill their obligations under this Agreement.

3.8 You acknowledge that the Government will be:

- a) relying on the Supplier Materials on the basis that they are accurate and complete in all material respects and are not misleading;
- b) relying on your and the Representative's skills, expertise and experience concerning the provision of the Services;
- b) relying on the accuracy of all Outcomes and all the information and materials included in your Supplier Materials; and

- c) using your reports, Outcomes and any other advice and assistance provided under this Agreement.

3.9 If you or Representative are unavailable to provide the Services and in the reasonable opinion of the Government, any suggested replacement is not satisfactory to the Government, then the Government may terminate this Agreement.

4 Remedies

4.1 Without prejudice to any other remedies and rights available to the Government, if the Supplier Materials are inaccurate or misleading or the Services are not performed in accordance with this Agreement, then the Government, in its sole option, may:

- a) Require correct Supplier Materials;
- b) require, in whole or in part, the Services to be re-performed during the Term or within 6 months of the Completion Date;
- c) carry out an assessment of the value of the defective Supplier Materials or Services and deduct that value from amounts that Government is required to pay you; or
- d) obtain the Supplier Materials or Services from another service provider and you will be required to pay all amounts payable by the Government in obtaining alternative services from another service provider to make good or to deliver defective Supplier Materials or Services.

5 Fee

5.1 The Government shall pay you the undisputed Fee within 60 days of receiving a valid invoice setting out information required with the invoice in accordance with Schedule A.



5.2 The Government may withhold payment of any Fee or Expenses in respect of which it has queries or where the Contact reports unsatisfactory performance of Services. You will cooperate promptly and fully to resolve any such queries. Where the unsatisfactory performance continues for at least 30 days, the Government may suspend payment of the Fee related to that unsatisfactory performance, at no liability to the Government.

5.3 If the Government is late paying any undisputed Fees, you may charge the Government quarterly interest of 1% on any outstanding Fee.

5.4 Except as set out in Schedule A, no other amounts are payable by the Government to you or the Representative. Government may set off any amounts owed by you to the Government against any Fee or Expenses.

5.5 The Government shall pay by direct transfer into your bank account. It is your responsibility to inform the Government of your current contact details in order that the Government can contact you.

6 Indemnity, Insurance, Force Majeure and Business Continuity

6.1 Indemnity: You shall have liability for and shall indemnify the Government and its Public Officer's against any Claims arising from any breach by you, or any person engaged by you, of the terms of this Agreement, including any negligent act or wilful misconduct or omission to act in the provision of the Services. Such indemnity shall be limited to the Fees paid to you during the Term. The Government may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to you.

6.2 No Liability: In no event shall the Government or a Public Officer be liable to you for loss, damages or otherwise, including the loss of actual or anticipated profits, use of money, expenditures, investments, forgone opportunities or for the inability to fulfill customer contracts or for any other losses based on the Government's exercise of its rights to terminate this Agreement or to suspend the Services or any portion of the Services.

6.3 Nothing in this Agreement shall exclude or limit any liability for wrongful use of Confidential Information or Government, fraud, misrepresentation, willful misconduct, negligence, personal injury/death or any liability which cannot be lawfully limited or excluded and you shall accordingly maintain in force during the engagement full and comprehensive Insurance Policies.

6.4 Insurance: You shall maintain at your sole expense, on a primary basis, and an "occurrence basis" at all times during the Term, the Insurance Policies. The Insurance Policies shall be evidenced by delivery to the Government of certificate(s) of insurance executed by the insurer(s) listing coverage's and limits, expiration dates and terms of the policy or policies and all endorsements, and upon request a certified copy of each policy including all endorsements. Failure to provide acceptable proof of insurance as required by the Government shall entitle the Government to either obtain or maintain the Insurance Policies on your behalf at your sole cost and expense, or to terminate this Agreement without prejudice to any other of the Government's rights or remedies in connection with this Agreement.



- 6.5 You shall be responsible for the payment of all deductible amounts on such policy or policies and shall on request supply to the Government copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 6.6 You shall notify the Government forthwith of any changes to any of the policies, or of any claims or potential claims which have arisen to which the insurer(s) of the above policy or policies may be required to respond.
- 6.7 The policy sections titled "Other Insurance" or "Excess Insurance" shall not apply to any insurance coverage currently held by The Government of Bermuda, or to the Government of Bermuda's Self-Insured Retentions of whatever nature.
- 6.8 You shall ensure that each person you engage for the provision of Services maintains insurance coverage with policy limits of at least the amounts stated above.
- 6.9 The insurance requirements set forth above do not in any way limit your amount or scope your liability under this Agreement. The amounts listed indicate only the minimum amounts of insurance coverage that the Government is willing to accept to help ensure full performance of all terms and conditions of this Agreement.
- 6.10 The Government, its permitted assigns and such other persons as disclosed by the Government to you shall be formally endorsed in your insurance policy as "The Government of Bermuda" as a co-loss payee and an additional insured on the Insurance Policies and the insurances afforded to such additional insured shall be primary insurance.
- 6.11 Force Majeure: Neither of the parties shall

be liable for failure or delay to perform obligations under this Agreement to the extent that this delay is caused by flood, fire and other event beyond its reasonable control (not caused by its own act or negligent omission) ("*force majeure*") but each party shall use its best efforts to perform its obligations notwithstanding the *force majeure* event.

- 6.12 Business Continuity: Where applicable, you shall maintain, test and where appropriate implement business continuity procedures to reduce the risk of force majeure impacting the provision of the Services and upon request, provide such evidence to the Government.

7 Non-Solicitation

During the Term and for a period of 12 months after expiration or termination of this Agreement, you shall not solicit (whether directly or indirectly) any employee or consultant of the Government who was involved in the performance or receipt of the Services, unless otherwise agreed to in writing by the Government.

8 Non-Disclosure of Confidentiality Information

- 8.1 You must ensure that all Confidential Information held by you is protected against unauthorized access or use. You acknowledge that the improper use or disclosure of such information could be unlawful.
- 8.2 You will comply with Government's instructions if you have access to personal data as a result of providing the Services.
- 8.3 You may disclose information related to this Agreement to you personnel on a '*need to know*' basis as required for the performance of the Services. You will keep strictly confidential any other Confidential Information which you learn in the course



of the Services and you shall only use such Confidential Information as required for providing the Services (and no other purpose).

8.4 You may not use Government's name or logo for any publicity or marketing purposes, unless consent for such use is provided in writing.

8.5 In the event of a breach or anticipated breach of the confidentiality provisions of this Agreement, you agree that monetary damages alone may not be an adequate remedy and, accordingly, that the Government will, without prejudice to any other rights or remedies that it may have, be entitled, without proof of special damages and without the necessity of giving an undertaking in damages, to seek an injunction or specific performance.

9 Copyright, Intellectual Property and Ownership

9.1 Copyright and other intellectual property in work produced by you in the course of providing the Services to the Government remains as your property. Notwithstanding that, there may be occasion whereby, upon agreement with the Government, the Copyright and other intellectual property shall be transferred to the Government who may wish to utilise those deliverables freely (including by adapting, publishing and licensing).

9.2 In signing this Agreement, you agree to participate in discussions upon request by Government to re-assign all rights and interest in any such intellectual property to Government (including any such intellectual property created in the future). Following which you may be requested to execute such further documents as we may reasonably request to give full effect to this section.

9.3 Supplier Materials created under this Agreement shall be original works created by you or the Representative and shall:

- a) not include intellectual property owned by or licensed to a third party except for intellectual property which you have the right to use (including the right to use such intellectual property for the purposes of this Agreement); and
- b) not subject the Government to any claim for infringement of any intellectual property rights of a third party.

9.4 In the event that Supplier Materials are obtained from a third party, you shall obtain all usage rights in Supplier Material and other commissioned material as are deemed necessary at the time such material is selected or obtained on behalf of the Government.

9.5 You and the Government may agree in writing that certain identified and designated intellectual property rights may be transferred to the Government.

9.6 Government acknowledges that you and Representative possess knowledge and expertise relating to the subject matter of the Services and Deliverables ("Supplier Know-How"), which may include intellectual property rights in certain pre-existing tools and materials used by you in performing the Services. Nothing in this Agreement is intended to transfer to Government any rights in the Supplier Know-How, which shall remain your property. To the extent that any Supplier Know-How is included in any Supplier Materials or Outcomes, you hereby grant to Government a perpetual non-exclusive right and license to use and reproduce the Supplier Know-How to the extent



reasonably necessary to exercise Government's rights in the Outcomes.

10 Term, Termination and Suspension

10.1 The Term of this Agreement shall be as set out in Schedule A.

10.2 Either party may terminate may terminate a Service or this Agreement, in part or in whole, in accordance with the termination notice period as set out in Schedule A.

10.3 Government may terminate a Service or this Agreement, in part or in whole, at any time at its sole discretion and require that you, the Representative or any other person acting on your behalf, cease to act under this Agreement.

10.4 Either party may terminate this Agreement immediately, if the other party:

- a) commits a material breach of this Agreement, which is not remedied within 30 days of notice by the other party informing them of the material breach; or
- b) commits an irremediable breach; or
- c) is subject to a change of control or chooses to discontinue its business; or
- d) if the other party has a lack of funding or becomes or is deemed insolvent; or
- e) if the other party's performance is affected by a *force majeure* event which lasts 7 days or more.

10.5 In the event of termination of this Agreement, all undisputed Fees due and payable shall be paid to you.

10.6 Upon termination or expiration of this Agreement, you shall return all Government property or information or you shall irretrievably delete, as commercially practicable as possible, all Confidential Information, stored in any way using any device or application and all matter derived from such sources which is in your possession, custody or power and

provide a signed statement that you have fully complied with your obligations under this section.

10.7 Upon termination or expiration of this Agreement, you shall provide Government with all such assistance as may be reasonably necessary in order to terminate the relationship in a manner which causes the least inconvenience to the Government including assisting with the transfer of data.

10.8 The Government may temporarily suspend the Services hereunder and shall confirm such instruction in writing to you.

10.9 Upon any such suspension, the Government shall pay all Fees and Expenses up until the time of such suspension of Services. If, following suspension of the Services, there is no resumption within 6 months, this Agreement may be terminated by you, and the Government shall make a payment of all outstanding Fees and Expenses in accordance with this Agreement if such amounts are due.

10.10 The Government may issue a written order to resume the provision of Services within 6 months of suspension in accordance with the terms and conditions of this Agreement.

11 General

11.1 Any notice or other communication required to be given under this Agreement shall be duly given or served if it is in writing (for the purposes of this section, a notice shall be deemed to be in writing if it is in the form of a printed or hand-written letter or other document, or in the form of an e-mail message), signed and delivered by hand or sent by prepaid recorded post to the address of the party as first set out



above (or such other address as is notified in writing to the other party from time to time); or sent by e-mail to the e-mail address of the party as provided by that party (or such other e-mail address as is notified in writing to the other party from time to time).

11.2 This Agreement is effective on the Effective Date. Where this Agreement refers to past or current obligations, this Agreement applies retrospectively from that date. Each of the parties represents that this Agreement is executed by its duly authorized signatories and that it has all required authorizations and capacity to perform its obligations.

11.3 You will be an independent contractor and nothing in this Agreement shall render you an employee, worker, agent or partner of the Government and you shall not hold yourself out as such.

11.4 You may not assign or transfer any rights or obligations under this Agreement (for example assigning or factoring invoices) without the Government's written consent. Any such transfer by you in breach of this section shall be void and be an irremediable material breach of this Agreement. Government may transfer its rights and obligations under this Agreement.

11.5 Any amendments to this Agreement shall be made in writing and signed by each party.

11.6 The doctrine of *Contra Proferentem* shall not be applicable in this Agreement.

11.7 Termination of this Agreement in any manner shall not release you from any liability or responsibility with respect to any representation or warranty. Sections related to indemnification and non-disclosure of information and intellectual

property shall survive termination of this Agreement.

11.8 This Agreement replaces all prior understandings between the parties relating to the Services and is the complete agreement between the parties. No terms proposed by you (whether in invoices, emails or otherwise) shall apply to the Services or modify this Agreement unless expressly agreed by Government in writing. No terms proposed by you (whether in invoices, emails or otherwise) shall apply to the Services or modify this Agreement unless expressly agreed by Government in writing.

12 Governance

12.1 You will inform Government promptly of all known or anticipated material problems relevant to the delivery of Services.

12.2 You shall be responsible for payment of all taxes associated with the provision of Services, including but not limited to payroll tax, social insurance and health insurance.

12.3 You agree to provide the Government (and, if Government requests in writing, its auditors and competent regulatory authorities) with full information on the provision and delivery of the Services in an open and cooperative way and attend meetings with the Government to discuss the Services and this Agreement. The Government may disclose any information relating to this Agreement to a regulator or auditor.

12.4 You declare that you are in possession of all Consents necessary for the provision of Services and you will maintain such Consents at all times while providing Services.

12.5 You will notify the Government immediately if you have any actual or



potential conflict of interest which might affect your ability to provide the Services.

12.6 You confirm that all payments to Government, including but not limited to, taxes and social insurance, are current. In the event that any payments are delinquent, the Government may deduct, in part or in full, any payments made to you under this Agreement.

12.7 In connection with the Services, you will not, and will not attempt to, bribe, corrupt or offer any improper inducement or bribe to any person at any time.

13 Audit

13.1 You shall retain all records pertinent to this Agreement for a period of 3 years following expiration or termination hereof.

13.2 You shall establish and maintain books, records, and documents (including electronic storage media) in accordance with Canadian Generally Accepted Accounting Principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Government, including all receipts, invoices, payroll records and/or other documentation used to substantiate requests for payment hereunder. At any time or times before final payment and for 3 years thereafter, the Government may cause your records to be audited by a duly authorized Public Officer. Records required to resolve an audit shall be maintained for a period of not less than 3 years following resolution of the audit or any arbitration or litigation arising hereunder.

13.3 Any payment or payment request may be reduced by amounts found by the Government not to constitute allowable costs. In the event that all payments have been made to you by the Government and

an overpayment is found, you shall reimburse the Government for such overpayment within thirty (30) days following receipt of written notification thereof.

13.4 Duly authorized Public Officers shall have full access to and the right to examine any of the records pertinent to this Agreement at all reasonable times for as long as such records are required to be retained hereunder.

13.5 You shall include the aforementioned audit and record keeping requirements in all subcontracts and assignments, if any, made in accordance with this Agreement.

14 Governing law

This Agreement is subject to Bermuda law and you and the Government submit to the exclusive jurisdiction of the Bermuda courts in relation to this Agreement.

15 Dispute Resolution

15.1 Where the parties are unable to resolve a dispute in accordance with this Agreement the parties, upon agreement, may submit such dispute for resolution by arbitration. The tribunal shall consist of a sole arbitrator appointed by agreement between the parties or failing such agreement by the Appointments Committee of the Chartered Institute of Arbitrators, Bermuda Branch. The procedure to be followed shall be that as laid down in the Bermuda International Conciliation and Arbitration Act 1993 and the UNCITRAL Arbitration Rules presently in force. The place of arbitration shall be Bermuda and Bermuda law shall apply. The language of the arbitration shall be English.

15.2 The decision and award of the arbitrator



APPENDIX 1

1. Primary Services Provided

Services provided under the direction of the Director of the Department of Workforce Development to:

- Maintain Accredited Training Sponsor (ATS) status with the National Centre for Construction Education and Research (NCCER) by ensuring compliance with Accreditation Guidelines. Research and analyze legal issues and trends pertaining to the NCCER operations and report changes to the National Training Board in writing.
- Maintain accurate records for all students, past and present, enrolled in NCCER programs in Bermuda public schools, Bermuda College, Department of Corrections or any other institution mutually agreed between The Government and the Service Provider.
- Manage Instructor Certification Training Programs (ICTP) and Master Training Instructor Certification Training Programs (MTICTP) as necessary.
- Coordinate seminars and continuing education credit for construction business owners and related industry.
- Prepare and submit quarterly reporting of demographics, applied technology and completion data to the National Training Board.
- Pursue alternative training opportunities for applied technology in Bermuda to increase access to education training options.
- Create and develop an Internship and/or Mentor program to encourage construction as a desirable career option. Include a comprehensive database of students interested in pursuing applied technology in construction.
- Encourage industry to contribute and support the development of National Certification for most popular Trades, e.g. Masonry, Carpentry and HVAC.
- Support and participate in special project assigned by the Director of the Department of Workforce Development.

2. Essential Service

Supplier acknowledges and agrees that; the Deliverables that shall be performed in connection with this Agreement are of critical national interest to the Government and people of Bermuda; material or substantial breaches of this Agreement by the Supplier will cause immediate, irreparable and long term harm, damage, loss and injury to the Government for which damages alone cannot (and will not) fairly or adequately compensate or remediate such harm, damages, loss or injury; The Government is reasonably



shall be delivered within three (3) months of his or her appointment, unless otherwise agreed between the parties, and shall be final and binding on the Parties and enforceable in any court of competent jurisdiction. Nothing in this section prevents or in any way restricts either party from seeking specific performance, injunctive relief or any other form of equitable remedy. The parties shall continue to perform their respective obligations during the dispute resolution process set out in this section, unless and until this Agreement is terminated in accordance with its terms.

- 15.3 The costs of the arbitration, including administrative and arbitrators' fees, shall be shared equally by the parties and each party shall bear its own costs and attorneys' and witness' fees incurred in connection with the arbitration unless the arbitrator determines that it is equitable to allocate such costs and fees differently and so orders in rendering judgment.
 - 15.4 In rendering judgment, the arbitrators may not provide for punitive or similar exemplary damages.
 - 15.5 The arbitration proceedings and the decision shall not be made public without the joint consent of the parties and each party shall maintain the confidentiality of such proceedings and decision unless otherwise permitted by the other party, except as otherwise required by applicable law or statutes.
-



and fairly entitled to apply to a Court of competent jurisdiction for equitable remedies and relief if any such breach has occurred (or is reasonably expected by the Government to occur); and, the Supplier shall not interfere with, obstruct, oppose or otherwise refute the Government's right to seek and apply for the granting of any such equitable relief and remedy including injunction.

3. Official Secrets Act

All data or other information concerning the Government which are obtained by the Service Provider under this Agreement shall be treated as confidential and shall not be disclosed or made known to any other person without the express written consent of the Permanent Secretary. The Service Provider shall be bound by the Official Secrets Acts 1911 and 1920.

4. Not Eligible

The Service Provider shall not be eligible to participate in or contribute to the Public Service Superannuation Scheme, nor will the Service Provider be covered for any accident at work or life insurance, except for those provisions covered by Government's Public Liability Insurance.

MINISTRY OF EDUCATION AND WORKFORCE DEVELOPMENT

Approval for Goods and Services \$50,000 to \$100,000

REF: Cabinet Conclusion 34(16)9; Financial Instruction 9.5.4(1)

Date: For the period April 1 , 2018 to March 31, 2019

Procurement of Contract Services

Vendor Name: Construction Association of Bermuda (CAOB)

Brief Description of the Purchase:

The CAOB possesses the Certificate of Accreditation to administer the training and curriculum for the National Center for Construction Education and Research (NCCER) curriculum which is in use in the public senior schools, the correctional facilities as well as at the Bermuda College. In February 2003 the CAOB was awarded the exclusive rights in Bermuda to function as an Accredited Sponsor. This date also signified the date from which the National Training Board commenced providing an annual grant to assist with this educational and training initiative.

The primary role of the CAOB includes, but is not limited to the following:

- Providing a broad range of administrative duties- for example, registration of all trainees and apprentices within the Accredited Training Units (ATU) and Training Units (TU);
- Researching and analyzing legal issues and trends pertaining to the National Center for Construction Education and Research (NCCER) operations and reporting changes to the National Training Board in written form;
- Preparing and maintaining all records containing demographics, trade categories and completion data and submitting reports to the National Training Board on a quarterly basis;
- Coordinating Instructor Certification Training Programmes;
- Providing analysis and other assistance to the National Training Board;
- Carrying out any special projects assigned by the Director of the Department of Workforce Development.

Verification checks confirmed:

Sole Source Approval Yes
AG Chambers: Yes, standard (template) contract approved by AG Chambers
Tax Commission: Yes
Social Insurance: Yes
Accountant General: Yes

Amount: \$80,000.00 – 2018/19 budget account 70015.7097. 09

Submitted by: George Outerbridge

Title/Position: Director, Workforce Development

Signed:  April 27, 2018

The documentation (sole source waiver) to support the request to purchase goods and materials or contract services in excess of \$50,000 is attached to this form and has been reviewed by the for the Ministry of Education and Workforce Development.


The request is supported ☒

The request is not supported for the following reason(s): ☐

Signed: 

Permanent Secretary for the Ministry of Education and Workforce Development.

The Minister is invited to approve a total payment in the amount of Eighty Thousand Dollars (\$80,000) to be paid to the Construction Association of Bermuda (CAOB) for services to be rendered for the fiscal year 2018/19.

Signed: 
Minister responsible for the Ministry of Education and Workforce Development

Glasford, Pandora V.

Sole Source.

From: Simmons, Graham D.
Sent: Monday, August 08, 2016 10:25 AM
To: Stovell, Curtis; Glasford, Pandora V.
Subject: RE: NCCER Bda Construction Association

We have no objection to the request for a waiver.

From: Stovell, Curtis
Sent: Friday, August 05, 2016 5:03 PM
To: Glasford, Pandora V. <pvglasford@gov.bm>
Cc: Simmons, Graham D. <gdsimmons@gov.bm>
Subject: RE: NCCER Bda Construction Association

Hi Pandora,

Permission to sole source CAOB for the provision of NCCER accreditation-related services. Your comments below confirming that CAOB is the only qualified body to provide the services are noted. Further, permission will remain in effect for as long as CAOB is the only NCCER accredited local body, unless otherwise notified by ACG or OPMP, or DWD moves away from the NCCER scheme.

It is noted that the permission requested in December 2015 related to the 2015/16 contract year, which had already commenced at the time of that request.

Subject to comments from the OPMP.

Regards,
Curtis

Curtis A. Stovell, CPA, CA
Accountant General

Internal Ext. 6279-2622
Direct Dial: 279-2622
Email: castovell@gov.bm

From: Glasford, Pandora V.
Sent: Friday, August 05, 2016 3:40 PM
To: Stovell, Curtis
Subject: RE: NCCER Bda Construction Association

Yes, they are the sole licence holders of the NCCER curriculum and examinations;
The period is April 1, 2016 to March 31, 2017.

Thanks,

From: Stovell, Curtis
Sent: Friday, August 05, 2016 3:29 PM

Outerbridge, George

From: Robinson James, Valerie
Sent: Wednesday, April 18, 2018 10:04 AM
To: Outerbridge, George
Subject: COAB Payment 2018
Signed By: vrjames@gov.bm



DWD

Procurement For...

Good Morning George,

I note your email below. Thanks for the historical background which was helpful.

The Minister is not in office today but you might catch him at your office this morning or tomorrow.
So I signed the form which is attached.

Also note that you should sign it before the Minister does.

Regards,
Valerie



Valerie Robinson-James

Permanent Secretary

Government of Bermuda | Ministry of Education & Workforce Development

Ministry of Education Headquarters

14 Waller's Point Road | St. George's | Bermuda DD 03

Direct Telephone: 441 278 3308 | E: vrjames@gov.bm

Main Telephone: 441 278 3300 | F: 441 278 3348 | Website: www.moed.bm

From: Outerbridge, George
Sent: Tuesday, April 17, 2018 5:37 PM
To: Robinson James, Valerie
Subject: FW: COAB Payment 2018

Hi Valerie,

Please see below the attachment for the Minister's approval for the annual payment to the Construction Association of Bermuda (CAOB). The CAOB possesses the Certificate of Accreditation to administer the training and curriculum for the National Center for Construction Education and Research (NCCER) curriculum which is in use in the public senior schools, the correctional facilities as well as at the Bermuda College.

Attached is the history around the CAOB and the NCCER programme. This arrangement was put to together by the NTB back in 2001 and remains in place today at \$80,000 since 2006/7. The previous budgets were \$67,500 in 2005/6 and \$65,000 in 2003/4/5.



History



Minister Approval

Construction Ass... Form 50K to...

Regards,

George



George G. Outerbridge, CPA, MBA

Director

Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522

Direct Telephone: 441 297 7522 |Email:gouterbridge@gov.bm

Department of Workforce Development Direct Line: 441 297 7714/16

Website dwd.bm

From: Outerbridge, George

Sent: Tuesday, April 17, 2018 3:36 PM

To: Outerbridge, George <gouterbridge@gov.bm>

Subject: FW: COAB Contract 2018 Sole Source



CAOB Sole
Source.pdf



George G. Outerbridge, CPA, MBA

Director

Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522

Direct Telephone: 441 297 7522 |Email:gouterbridge@gov.bm

Department of Workforce Development Direct Line: 441 297 7714/16

Website dwd.bm

From: Charles, Jene

Sent: Monday, April 09, 2018 11:41 AM

To: Outerbridge, George <gouterbridge@gov.bm>

Subject: RE: COAB Contract 2018

Hi George

We do not have a trading company called the Construction Association of Bermuda.
I assume that they are employed with their respective businesses.
Cheers



Mrs. Jene Charles-Prentice

Inspector

Government of Bermuda | **Department of Social Insurance**

**Government Administration Building, Ground Floor, 30 Parliament Street, Hamilton,
Bermuda HM12**

Extension: 1813

Direct Telephone: 441 297 7813 | Email: jcharles@gov.bm

Department Of Social Insurance Direct Line: 441 294 9242

From: Outerbridge, George

Sent: Monday, April 09, 2018 9:26 AM

To: Charles, Jene <jcharles@gov.bm>; Wainwright, Tarana <tnwainwright@gov.bm>

Subject: FW: COAB Contract 2018

Hi Jene and Tarana,

Can you confirm if the Construction Association of Bermuda has any delinquent debts with Government?

Please see email below from the Tax Commission.

Thanks,

<< OLE

Object:

Picture

(Device

Independent

Bitmap) >>

George G. Outerbridge, CPA, MBA

Director

Government of Bermuda | **Department of Workforce Development** |

23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522

Direct Telephone: 441 297 7522 | Email: gouterbridge@gov.bm

Department of Workforce Development Direct Line: 441 297 7714/16

Website dwd.bm

From: Inocencio, Mary A.

Sent: Tuesday, December 20, 2016 12:05 PM

To: Outerbridge, George

Cc: Williams, Michelle

Subject: RE: COAB Contract

Good day George,

Based on our conversation earlier, my research and upon reviewing the attached contract with Construction Association of Bermuda (CAOB), I can confirm that:

- CAOB is a not-for-profit association whose membership is composed of various construction companies that regularly employs people in Bermuda.
- CAOB board of directors are composed of individuals from member companies
- CAOB is a self-monitoring organization and does not have any employees
- The contract fee paid by the Government to CAOB is a pass-on expense for training, internship and/or mentoring program as well as to provide for scholarships for deserving individuals.

In this regard, I would like to confirm that CAOB is not required to register with the Office of the Tax Commissioner and as such is not liable for any payroll tax.

Hope this satisfies your request. If there are any changes to the circumstances above, kindly inform our office.

Regards,
Mary

<< OLE Object: Picture (Device Independent Bitmap) >>

Mary Armelin P. Inocencio, CPA, CIA, CAMS

Assistant Tax Commissioner - Audit & Compliance
Government of Bermuda / Office of the Tax Commissioner
F.B. Perry Building | 40 Church Street | Hamilton | Bermuda HM 12
Direct: 441-297-7748 | Fax: 441-296-5406 | Email: mainocencio@gov.bm

"Making your Taxes a little less Taxing"

From: Outerbridge, George
Sent: Tuesday, December 20, 2016 11:38 AM
To: Inocencio, Mary A. <mainocencio@gov.bm>
Subject: COAB Contract

Hi Mary,
Sorry for the delay – see contract below.
Regards, George

<< OLE
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Picture
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Independent
Bitmap) >>

George G. Outerbridge, CPA, MBA
Director
Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522
Direct Telephone: 441 297 7522 | F:441 296 2535 | E:gouterbridge@gov.bm
Direct Department of Workforce Development Line: 441 297 7714/16

Government of Bermuda – Main Line: 441 295 5151
Government of Bermuda – Website: www.gov.bm

Save paper. Think before you print.

Outerbridge, George

To: Wainwright, Tarana
Subject: RE: COAB Contract 2018



George G. Outerbridge, CPA, MBA

Director
Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522
Direct Telephone: 441 297 7522 | Email: gouterbridge@gov.bm
Department of Workforce Development Direct Line: 441 297 7714/16
Website dwd.bm

From: Wainwright, Tarana
Sent: Monday, April 09, 2018 9:59 AM
To: Outerbridge, George <gouterbridge@gov.bm>
Subject: COAB Contract 2018

Good-day Mr. Outerbridge,

Please note that Construction Association of Bermuda owes no outstanding debt is due Accountant General's Dept.

Regards,

Ms. Tarana Wainwright
Debt Collection Officer for the
Accountant General Department
(441) 297-7545 - Direct

From: Outerbridge, George
Sent: Monday, April 09, 2018 9:26 AM
To: Charles, Jene; Wainwright, Tarana
Subject: FW: COAB Contract 2018

Hi Jene and Tarana,
Can you confirm if the Construction Association of Bermuda has any delinquent debts with Government?
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Thanks,

<< OLE
Object: **George G. Outerbridge, CPA, MBA**
Director
Government of Bermuda | **Department of Workforce Development** |

Picture 23 Parliament Street | Hamilton, Bermuda HM12
(Device Extension: 1522
Independent Direct Telephone: 441 297 7522 | Email: gouterbridge@gov.bm
Bitmap) >> Department of Workforce Development Direct Line: 441 297 7714/16
Website dwd.bm

From: Inocencio, Mary A.
Sent: Tuesday, December 20, 2016 12:05 PM
To: Outerbridge, George
Cc: Williams, Michelle
Subject: RE: COAB Contract

Good day George,

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Mary Armelin P. Inocencio, CPA, CIA, CAMS

Assistant Tax Commissioner - Audit & Compliance
Government of Bermuda / Office of the Tax Commissioner
F.B. Perry Building | 40 Church Street | Hamilton | Bermuda HM 12
Direct: 441-297-7748 | Fax: 441-296-5406 | Email: mainocencio@gov.bm

"Making your Taxes a little less Taxing"

Outerbridge, George

From: Robinson James, Valerie
Sent: Wednesday, April 18, 2018 10:04 AM
To: Outerbridge, George
Subject: COAB Payment 2018
Signed By: vrjames@gov.bm



DWD

Procurement For...

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The Minister is not in office today but you might catch him at your office this morning or tomorrow.
So I signed the form which is attached.

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Valerie



Valerie Robinson-James

Permanent Secretary

Government of Bermuda | Ministry of Education & Workforce Development

Ministry of Education Headquarters

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Direct Telephone: 441 278 3308 | E: vrjames@gov.bm

Main Telephone: 441 278 3300 | F: 441 278 3348 | Website: www.moed.bm

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Subject: FW: COAB Payment 2018

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History



Minister Approval

Construction Ass... Form 50K to...

Regards,

George



George G. Outerbridge, CPA, MBA

Director

Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522

Direct Telephone: 441 297 7522 |Email:gouterbridge@gov.bm

Department of Workforce Development Direct Line: 441 297 7714/16

Website dwd.bm

From: Outerbridge, George

Sent: Tuesday, April 17, 2018 3:36 PM

To: Outerbridge, George <gouterbridge@gov.bm>

Subject: FW: COAB Contract 2018 Sole Source



CAOB Sole
Source.pdf



George G. Outerbridge, CPA, MBA

Director

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Department of Workforce Development Direct Line: 441 297 7714/16

Website dwd.bm

From: Charles, Jene

Sent: Monday, April 09, 2018 11:41 AM

To: Outerbridge, George <gouterbridge@gov.bm>

Subject: RE: COAB Contract 2018

Outerbridge, George

From: Outerbridge, George
Sent: Tuesday, April 17, 2018 5:37 PM
To: Robinson James, Valerie
Subject: FW: COAB Payment 2018

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History



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Construction Ass... Form 50K to...

Regards,

George



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CAOB Sole
Source.pdf



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To: Outerbridge, George <gouterbridge@gov.bm>
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Cheers



Mrs. Jene Charles-Prentice

Inspector
Government of Bermuda | **Department of Social Insurance**
Government Administration Building, Ground Floor, 30 Parliament Street, Hamilton,
Bermuda HM12

Extension: 1813
Direct Telephone: 441 297 7813 | Email: jcharles@gov.bm
Department Of Social Insurance Direct Line: 441 294 9242

From: Outerbridge, George
Sent: Monday, April 09, 2018 9:26 AM
To: Charles, Jene <jcharles@gov.bm>; Wainwright, Tarana <tnwainwright@gov.bm>
Subject: FW: COAB Contract 2018

Hi Jene and Tarana,
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Please see email below from the Tax Commission.
Thanks,

<< OLE

Object:

Picture

(Device

Independent

Bitmap) >>

George G. Outerbridge, CPA, MBA

Director
Government of Bermuda | **Department of Workforce Development** |
23 Parliament Street | Hamilton, Bermuda HM12

Extension: 1522
Direct Telephone: 441 297 7522 | Email: gouterbridge@gov.bm
Department of Workforce Development Direct Line: 441 297 7714/16
Website dwd.bm

Burgess, N. Angelique

From: Tim Berry [timberry.abc@logic.bm]
Sent: Wednesday, April 08, 2009 9:47 AM
To: Burgess, N. Angelique
Subject: NTB CAOB relationship

Good morning Angelique,

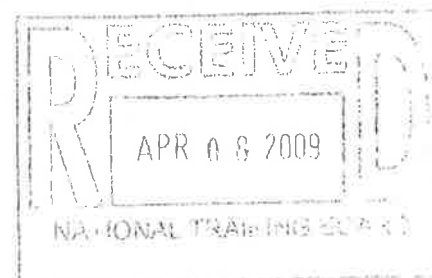
Further to the queries raised at the last Board Meeting, I have carried out some research into the CAOB NCCER Accredited Sponsor Grant and can report as follows:

- 2001 A group comprising Mr. Ottiwell Simmons (then Chairman NTB), Mr. Michael Stowe, Mr. Tomas Smith (then President CAOB) and Mr. Tim Berry (VP CAOB) visited NCCER in Florida (source handwritten notes of NTB Meeting held 20th March 2003)
- 2001 CAOB approved by NCCER as Accredited Sponsor for NCCER in Bermuda with one year probationary period (source handwritten notes of NTB Meeting held 20th March 2003)
- 2003 Agreement in principal with NTB to provide contribution to cost of CAOB employing* a full time Administrator to carry out NCCER mandated functions of the Accredited Sponsor *note Administrator is actually retained as a self employed consultant (source letter from Mel Wright then President CAOB to Michael Stowe dated 7th May 2003)
- 2003/4 NTB budget includes \$ 65,000.00 line item 4.4 reference CAOB – Accredited Sponsor (source draft budget 2003/4)
- 2004/5 NTB budget includes \$ 65,000.00 line item 3.5 reference CAOB – Accredited Sponsor (source draft budget 2004/5)
- 2005/6 NTB budget includes \$ 67,500.00 line item 4.2 reference Grant - CAOB – A/Sponsor (source draft budget 2005/6)
- 2006/7 NTB budget includes \$ 80,000.00 line item 6.2 reference Grant - CAOB/NCCER (source draft budget 2006/7)
- 2006 Board agrees to transfer line item 6.2 – Grant CAOB/NCCER to line item 9.0 Training. Stated rationale for relocating is "to eliminate grants, because the establishment and payment of grants requires Cabinet (Office) approval". (source minutes of NTB Board 15th June 2006)

Trust this will assist the current Board in its understanding of how the relationship / funding evolved.

Best regards,

Tim.



4/8/2009

Minutes of the Proceedings of the National Training Board Meeting
Held in the Offices of the National Training Board on June 15th, 2006

Present: Mrs. Sandra Bain
Mr. Ray Beaulne
Mr. Tim Berry
Mr. Edward Burt
Mr. Malcolm Griffiths
Mr. Michael Stowe- Secretary
Mr. Michael Swan
Mr. Llewellyn Trott (ex-officio)
Mr. Herman G. Tucker, JP Chairman
Mrs. Romell Warner

Apologies: Mr. Gaven Black
Mr. Nalton Brangman
Mr. Michael Charles Deputy Chairman
Ms. Joanne Chisnall
Mr. Colin Simmons
Mrs. Tina Tucker (ex-officio)

The Chairman opened the meeting at 1:05pm.

1. Minutes of last meeting

The Minutes record was accepted as a true and accurate record of the proceedings of the last meeting. The Minutes record was approved unanimously.

2. Matters arising

There were no matters arising.

3. Budget 2006/2007 - Line Item Correction

The Board was asked to give consideration to the transfer of funding in Line Item 6.1, Grant – IIP Bermuda and Line Item 6.2 – Grant CAOB/NCCER to Line Item 9.0 Training. Mrs. Bain objected to transferring the IIP Bermuda funding to Training, because the IIP Bermuda role is not consistent with the function of training. The Board unanimously agreed. The Board provided approval for the IIP Bermuda funding to be placed in Line Item 10.0 Miscellaneous and the CAOB/NCCER funding placed in Line Item 9.0 Training. Staff Training & professional Development (6.3) becomes Line Item 6.0. The purpose of line item corrections is to eliminate grants, because the establishment and payment of grants require Cabinet (Office) approval. The Board unanimously approved the line item corrections.