

**WEB SERVICE DEVELOPMENT
STATEMENT OF EXPECTATION**

THIS statement of expectation made as of _____, 20__

BETWEEN:

_____ [the "Developer"]

and -

The Workers' Compensation Board of BC, dba WorkSafeBC

FOR THE PURPOSE OF:

conducting electronic business with WorkSafeBC using web services technology.

The parties hereto agree as follows:

Definitions:

"Developer" is a person or organization that develops software for their own use or to sell to other organizations.

"Specifications" refers to the document that describes the specific WorkSafeBC web service that the developer is using for their software.

The "Schema" includes electronic information standards, conventions, content, format, transmission method, and related instructions which are defined by WorkSafeBC and are contained in the Specifications which are issued by WorkSafeBC.

"Test Plan" is a plan in writing which is mutually agreed to by the Developer and WorkSafeBC and which describes the timelines and milestones for the testing of the Developer's software to ensure compatibility with the Specifications.

"Letter of Successful Testing (LST)" is a letter WorkSafeBC provides to the developer that specifies that the developer has successfully completed the WorkSafeBC web services tests, and that the developer's product can be used in the WorkSafeBC production environment.

SECTION 1: DURATION

This Statement of Expectation must be signed by the Developer and accepted by WorkSafeBC prior to establishing an development relationship.

This Statement of Expectation shall commence on the _____ of _____, 20__ and shall continue until termination as described in Section 6.

SECTION 2: WORKSAFEBC ASSISTANCE

WorkSafeBC will provide a copy of the published Specifications to the Developer. The first section of the Specifications will specify who to contact with questions regarding the Specifications.

WorkSafeBC will provide the Developer with a maximum of 20 hours consultation and software testing assistance for the testing phases described in Section 3.

The WorkSafeBC maximum hour commitment represents the maximum hours of consultation and testing effort which WorkSafeBC shall provide to the Developer for software testing. Actual hours of commitment used by the Developer will be recorded by WorkSafeBC and shall be available to the Developer upon request. The developer will be provided with WorkSafeBC assistance for phase 1 of the development upon completion of the Test Plan. In no event will WorkSafeBC assistance provided to the Developer exceed the above maximum hour commitments unless express written consent is provided by WorkSafeBC. Any extension of WorkSafeBC commitment will be provided at the sole discretion of WorkSafeBC and, in such an instance, WorkSafeBC reserves the right to request explanations or other documentation, to recover potential costs or to request other actions from the Developer prior to granting the extension.

Additional assistance will be provided by WorkSafeBC as required for the specific web service, e.g.: authorizing and initializing customers who wish to use the Developer's software to conduct electronic commerce with WorkSafeBC, providing Globally Unique Identifiers (GUIDs) and confirming system generated codes.

SECTION 3: SOFTWARE TESTING

The Developer agrees to test their software with WorkSafeBC to determine compliance with the Specifications.

A Test Plan must be completed and mutually agreed to by WorkSafeBC and the Developer before testing can begin. The testing shall take place in accordance with the Test Plan and will include the following phases:

Phase 1 – Connectivity Test Phase – this phase ensures that communication is made prior to introducing the complexity of the schema.

Phase 2 – Test Data Phase – This phase includes development of the software up to the point where test data provided and/or received by WorkSafeBC is processed without error by the software. At the conclusion of this phase, the Developer shall provide WorkSafeBC with a copy of a test data report which is prepared in a manner prescribed by WorkSafeBC.

The Developer shall ensure through their own testing that the schema provided by WorkSafeBC is implemented in a manner consistent with all documented business rules.

The developer shall use the test data and test transmission instructions in the manner prescribed by WorkSafeBC.

The Developer shall not install the software in any employer's place of business, other than the developer's own offices, prior to the successful completion of the testing phases unless written consent is first obtained from WorkSafeBC.

WorkSafeBC shall not be liable for any costs or other liabilities arising out of the Statement of Expectation. Any and all costs and liabilities arising from the development undertaken by the Developer pursuant to this Statement of Expectation shall be the sole responsibility of the Developer regardless of whether the test phases have been completed successfully.

SECTION 4: SUCCESSFUL COMPLETION OF TEST PHASES

WorkSafeBC will provide a Letter of Successful Testing (LST) to the Developer which confirms that the Developer's software has passed the tests described in Section 3 and can be used in a production environment. The LST shall be effective from the date issued and will remain effective until one of the following scenarios occurs:

- If at any time subsequent to the issuance of the LST, it becomes apparent that employer transmissions resulting from the software are in error due to an error in the Developer's software, WorkSafeBC reserves the right to cancel the LST pending correction of the errors and a review and re-acceptance of the software by WorkSafeBC.
- In the event that WorkSafeBC changes the Specifications or Schema which, in the opinion of WorkSafeBC, are of such significance that transmissions from existing software can no longer be supported, WorkSafeBC shall determine an expiration date for the current specifications pursuant to Section 5.

If the Developer has customers using their software, it is the Developer's responsibility to inform their customers of any stoppage in service due to incompatibilities between the Developer's software and WorkSafeBC's Specifications and Schema.

The LST does not represent an exclusive right or license of any kind in regard to the Developer's software. WorkSafeBC reserves the right to test and provide LSTs to software products developed by other parties.

The LST refers only to the ability of the Developer's software to perform the web service and is not, in any way, intended as an endorsement of the quality or content of any other portions of the Developer's software. The Developer shall not advertise or otherwise represent WorkSafeBC endorsement of the Developer's software other than in reference to the system's successful completion of tests for the specific web service.

SECTION 5: CHANGES IN SOFTWARE SPECIFICATIONS AND/OR SCHEMA

WorkSafeBC reserves the right to change the published Specifications or Schema. In the event of such a change, WorkSafeBC will provide documentation, consultation and testing assistance to the Developer in an amount not to exceed that contained in Section 2. Where new tests are required, a new LST will be issued to the Developer, as described in Section 4.

WorkSafeBC shall make changes to the Specifications or Schema no more than once a year. Additional changes over and above once-per-year requires mutual agreement by both WorkSafeBC and the Developer.

In the event that changes are made to the Specifications or Schema, WorkSafeBC shall provide the Developer with not less than 180 days advance notice of the expiration date beyond which transmission from the Developer's existing software will no longer be accepted. The 180 days advance notice can only be increased or decreased by the mutual agreement of both WorkSafeBC and the Developer.

SECTION 6: TERMINATION OF STATEMENT OF EXPECTATION

This Statement of Expectation may be terminated by either party with 30 days written notice designating the date of termination. This Statement of Expectation shall continue in effect for 7 days with respect to the documents in process at the time of termination. Each party shall be responsible for its own costs associated with the termination.

SECTION 7: CONFIDENTIALITY

Each party acknowledges that documents and software may contain confidential information of the other party. Each party shall notify any personnel who may have access to documents and software of the confidential nature of such information and shall instruct such personnel to refrain from disclosing such information except to the extent reasonably necessary to enable the performance of their duties and to undertake all reasonable steps

necessary to preserve the confidentiality of confidential information of the other party including the exercise of not less than the same degree of discretion and precaution applicable with respect to the confidential information of the party by which they are engaged.

All records (including but not limited to documents and software) provided to WorkSafeBC as a result of this Statement of Expectation are subject to the Freedom of Information and Protection of Privacy Act. If the disclosure of any information pertaining to the records will cause harm to the Developer, the Developer must provide details of the harm in accordance with Section 21 of the Act.

SECTION 8: FORCE MAJEURE

A party shall not be liable for any loss or damage suffered by the other caused by a failure to perform any duty imposed by this Statement of Expectation where such failure is caused by an event, omission, or condition not reasonably within the control of the defaulting party.

SECTION 9: LIMITATION OF LIABILITY

In respect of this Statement of Expectation, any work done or services performed by WorksafeBC, its employees or agents as a result of the said statement the Developer agrees that:

- i. In no event shall WorksafeBC, its employees or agents be liable to you or any other party for costs, losses or damages of any kind arising whether arising from negligence or any other cause.
- ii. That it will not bring any action, legal or otherwise, against WorksafeBC, its employees or agents for losses, expense or damages of any kind whether arising from tort (including negligence), breach of contract, product liability or any other form of action.
- iii. It expressly assumes all responsibility for any damages, lost data, lost profits and other consequential damages.

SECTION 10: SIGNATURES

IN WITNESS WHEREOF each of the parties hereto have executed this Statement of Expectation as of the date and year first stated above

Developer

Authorized Signature

WorkSafeBC

Authorized Signature