

**SETTLEMENT AGREEMENT REGARDING COMPLIANCE WITH THE  
ENGINEERS AND GEOSCIENTISTS ACT, RSBC 1996, c.116**

This Agreement, dated for reference September 8, 2016

**BETWEEN:**

CERNER CANADA ULC  
675 Cochrane Drive  
East Tower, 6<sup>th</sup> Floor  
Markham, ON L3R 0B8

**AND:**

The ASSOCIATION OF PROFESSIONAL  
ENGINEERS AND GEOSCIENTISTS OF  
THE PROVINCE OF BRITISH COLUMBIA  
200-4010 Regent Street  
Burnaby, BC V5C 6N2

**WHEREAS:**

The Association of Professional Engineers and Geoscientists of British Columbia (hereinafter referred to as "**APEGBC**") and Cerner Canada ULC ("**Cerner**") agree to the following statement of facts:


- A. APEGBC is the professional regulatory body for professional engineering under British Columbia's *Engineers and Geoscientists Act* (the "**Act**") and is mandated with the statutory duty of protecting the public interest in the practices of professional engineering. In 1999, APEGBC council resolved that "software engineering be established as one of APEGBC's disciplines of registration".
- B. From in or about February 2013 to date, Cerner has been engaged in providing and implementing software solutions in British Columbia, specifically in relation to providing the "IHealth" electronic health record system under a contract with the Vancouver Island Health Authority.
- C. In August 2016, APEGBC contacted Cerner regarding Cerner's compliance with the Act, asserting that some of Cerner's activities constitute the practice of professional engineering, specifically software engineering in British Columbia.
- D. Cerner has advised APEGBC that it is committed to complying with the Act and all applicable laws, in its activities in British Columbia.

E. Cerner expressly denies that it has at any time breached any of the provisions of the Act.

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** for and in consideration of APEGBC promising not to take action against Cerner pursuant to sections 22, 23 and 27 of the Act in respect of Cerner's activities as described at paragraph B above, Cerner agrees as follows:

1. Cerner will without delay make a full and frank disclosure to APEGBC on its software development, implementation and configuration activities in British Columbia.
2. Within 60 days of the date of this Agreement, or such longer period as may be reasonably required and agreed, both parties acting reasonably, Cerner will ensure that it has on active staff at least one professional engineer or licensee, duly registered by APEGBC to directly supervise any and all of Cerner's software engineering activities in British Columbia in respect of the "IHealth" electronic health record system.
3. Cerner will in good faith conduct an internal audit of its operations in British Columbia, and where necessary, it will take active steps to ensure that any and all of its software engineering practices are in compliance with the Act and the APEGBC Bylaws.
4. Cerner will immediately refrain from assigning the title "software engineer" to any employee in British Columbia who is not registered as a professional engineer or licensed by AEPGBC under the Act.
5. Cerner understands and agrees that this Agreement may be published in *Innovation*, and on APEGBC's website, and in such other places and in such manner as APEGBC deems appropriate.
6. Cerner agrees that APEGBC may refer to this Agreement in any legal proceeding against Cerner, in the event that Cerner breaches any of the terms of this Agreement.

**IN WITNESS WHEREOF**, the parties have hereunto executed this Agreement effective as of the date of reference for this Agreement.

CERNER CANADA ULC )  
 )  
 )  
 Per:  )  
 Authorized Signatory )

ROBERT JAMES STAVE  
 Print Name

PRESIDENT CERNER CANADA

THE ASSOCIATION OF )  
PROFESSIONAL ENGINEERS AND )  
GEOSCIENTISTS OF THE PROVINCE )  
OF BRITISH COLUMBIA )

Per: *A. English, P. Eng.* )  
Authorized Signatory )

*CEO + Registrar*

*A ENGLISH*  
Print Name