



Third-Party Service Provider Program

Lawyer/Notary

- Relocation Programs for the TBS (Contract TBS), RCMP (Contract RCMP) and CAF (Contract CAF RP)



Administered by:

BGRS

Canadian Government Services Division



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A. Purpose of this Document

This document does two things:

1. Explains the general provisions of the Third Party Service Provider (TPSP) Directory that supports BGRS's administration of relocation services for the Government of Canada under various contracts effective 01 Dec 2018 to 30 Nov 2020:
 - i. Government of Canada (GoC) Employees (TBS Contract)
 - ii. Members of the Royal Canadian Mounted Police (RCMP) (RCMP Contract)
 - iii. Members of the Canadian Armed Forces (CAF) (CAF RP Contract)
2. Provides details of the TPSP Agreement and the supporting Fee Schedule, to facilitate potential suppliers' review of, and reference to, these elements that govern provision of TPSP services under the referenced contracts

Where to Obtain More Information

If you still have questions after reviewing this information, please contact:

BGRS Supplier Centre
Canadian Government Services Division
613.236.6162
suppliercentre@bgrs.ca

B. General Provisions of TPSP Program

How to Participate

Suppliers that complete the online commitment process will be included in the TPSP Directory. There is no charge to be listed in, and participate in, the TPSP Directory. BGRS will not ask for or accept any referral fee from any Supplier.

How to Get Started

Pre register online by visiting <https://services.bgrs.ca>. This is a secure, password-protected site that is a convenient, easy way to register as well as to manage your company information and profile.

If you are already registered in the TPSP Directory, then re-register at the same link to confirm your commitment to the new Agreement.

How to Get Selected

Being listed in the TPSP Directory gives you an opportunity to offer your services to Transferees, but it does not guarantee that a Transferee will request your services during their relocation. Like other Canadians, Transferees select TPSPs in various ways:

1. Based on their own experience with individuals and with companies
2. On recommendations from friends, colleagues, and neighbours
3. On advertisement by TPSPs

BGRS does not recommend or refer Transferees to TPSPs. The Transferee is free to select any TPSP and contacts them directly for service.

What Happens Next?

When you receive a call from a Transferee for service, you must confirm the following:

1. That you have an arm's-length relationship with that Transferee and their family
2. That you are available to meet their needs and timelines
3. That the property is located in an area entered under your profile for which you have agreed to the set fee as established.

If you are available to provide the services, you then proceed in accordance with the service standards identified in the Agreement.

C. Agreement for CAF RP, Contract TBS and Contract RCMP

To participate as a TPSP complete the online registration form, which will require you to commit to this Agreement.

Conditions for Participation

C.1 I certify that I meet the conditions for participation in the Program:

C.1.1 Location:

- a. I am a local supplier (within 100 km) of the area(s) of service I have selected, unless BGRS has given me a written exemption to this clause.
- b. I must provide services in the area(s) of service that I registered for on the TPSP Directory.
- c. I will ensure the accuracy of my area(s) of service in my profile on the Supplier Secure Website.

C.1.2 Accreditation:

- a. I am in good standing and professionally accredited, as applicable.
- b. I will upload a copy of any required certifications to the Supplier Secure Website upon BGRS's request.
- c. I will notify BGRS immediately in the event my accreditation and/or insurance coverage is no longer valid.

C.1.3 Arm's-length relationship:

- a. I will not undertake work for any Transferee unless I have an arm's-length relationship with that Transferee and his/her family.

C.1.4 Fees:

- a. I will adhere to the Fee Schedule of the TPSP network as defined in **Attachment 1** of this TPSP Agreement.
- b. I will not charge additional travel costs.
- c. I will not dispute the fee with the Transferee.
- d. If I provide services not listed in this agreement or outside of this agreement to a Transferee, I will seek payment directly from the Transferee for those services.



Terms and Conditions

- C.2 I understand and agree to the Terms and Conditions of the TPSP network:
- C.2.1 If I fail to honour the Agreement in any way or provide unsatisfactory service to the Transferee, BGRS has the authority to remove my registration from the TPSP Directory.
 - C.2.2 If I cease to be registered as a participating supplier for any reason, and I am contacted by a Transferee for a new upcoming transaction, I will advise the Transferee that I am no longer a registered participating TPSP.
 - C.2.3 I will not use the name of BGRS, or any variant of that name, or BGRS logo, the name of BGRS client(s) for which I am providing services, or any variant of the client's name or logo, or language from which the connection of said name or logo may be inferred or implied, in my advertising or marketing or in any document prepared by or received from BGRS unless such use is specifically permitted by this Agreement.
 - C.2.4 I will not use Crown Intellectual Property without the appropriate permissions, as per Canadian Intellectual Property standards and regulations, including those that fall under the Federal Identity Program concerning Crown Intellectual Property (www.tbs-sct.gc.ca/fip-pcim/index-eng.asp).

Performance

- C.3 I will meet these service-level standards:
- C.3.1 I consent to be contacted directly by the Transferee.
 - C.3.2 I will work for and report directly to the Transferee.
 - C.3.3 I will return all Transferee and BGRS phone calls, messages, or emails within eight business hours.
- C.4 I understand and agree to the Performance Management process of the TPSP network as defined in **Attachment 2**.

Privacy and Security

C.5 I will comply with the Personal Information Protection and Electronic Documents Act (**PIPEDA**) as follows:

I acknowledge that I am obliged to comply with the Personal Information Protection and Electronic Documents Act, S.C. 2000, c. 5 (referred to herein as “PIPEDA”) and with the BGRS privacy policy. I acknowledge and agree that for the Term of my Agreement with BGRS, I shall have in place and maintain appropriate corporate policies and procedures to ensure the protection of personal information (as that term is defined in PIPEDA), while that personal information is in my possession or custody, in accordance with those corporate policies and procedures. Without limiting the generality of the foregoing: (1) Pursuant to my own obligations under the PIPEDA, I shall ensure that any and all Subcontractors have in place comparable corporate policies and procedures that ensure a comparable level of protection for personal information while in the possession or custody of the Subcontractors, and (2) I agree to collect and use only the personal information necessary to fulfill my obligations herein. Further, I agree that I shall not, by any means or in any format, sell, distribute, disperse, or otherwise publish any such personal information collected, created or handled under the Agreement.

C.6 I will comply with all privacy and security requirements listed in the CAF RP, Contract TBS, and/or Contract RCMP. Links to each separate requirement can be found [here](#).

Reporting and Communication Procedures

C.7 I will complete my personal and/or company profile accurately and update this information if my status changes.

C.8 I will complete all requested data entry on the Supplier Secure Website within two business days of the request.

C.9 I consent to receiving electronic communications from BGRS including communications containing information relevant to the Transferee.

Invoicing Procedures

C.10 I will prepare, invoice, and seek payment for services rendered directly from the Transferee or BGRS, in accordance with **Table C.1**. This payment procedure may change based on the TBS, CAF RP, and RCMP needs at any time during the contract. Please refer to the Supplier Secure Website for the most current invoicing and payment procedures. (<https://services.bgrs.ca>)

Table D.1 Who to Invoice and Seek Payment From

		Invoice, Seek Payment From or Return Overpayment Funds To...	
Transferee	Relocation Program	Transferee	BGRS
Government of Canada Employees	TBS Contract		x
Canadian Armed Forces Members	CAF RP Contract		x
RCMP Members	RCMP Contract	x	

C.11 For CAF and GoC Employee relocations: I will prepare my **invoice** on the Supplier Secure Website using the Supplier Invoicing Module, and submit online to BGRS or the Transferee (as per table C.1) through the Supplier Secure Website within **10 business days** of providing the required services.

C.12 I will include the information in **Table C.2** on my invoices.

Table C.2 Invoice Requirements

Required Information	CAF*	TBS*	RCMP
Transferee's file Number	X	X	
Transferee's Name	X	X	X
Address for which services were provided	X	X	X
TPSP Name	X	X	X
TPSP Address	X	X	X
Invoice Date	X	X	X
Invoice Due Date	X	X	X
Date Services Performed	X	X	X
Details of Services	X	X	X
Subtotal of Amounts Charged and Owed	X	X	X
Applicable GST/HST Amounts	X	X	X
GST/HST number if taxes were charged	X	X	X
Total costs owing	X	X	X
Broken down by Appropriate Expense Categories	X	X	

**BGRS's Supplier Invoice module tool will auto-populate most of this information for CAF and TBS invoices using data from your and the Transferee's profiles. Suppliers must have the Transferee's file number in order to access the module.*

Lawyer/Notary Specific Terms and Conditions

C.13 As a Lawyer, I certify and agree:

C.13.1 That I am a member in good standing of the applicable provincial bar association.

C.13.2 That I have a minimum of two years of experience in Real Estate Law.

C.14 As a Notary, I certify and agree:

C.14.1 That I am a member in good standing of the applicable provincial Society of Notaries Public such as “la Chambre des notaires du Québec” or the Society of Notaries Public of British Columbia.

C.14.2 That I have a minimum of two years of experience in Real Estate Law.

Lawyer/Notary Services

C.15 Under this Agreement, the Lawyer/Notary shall provide services as follows:

C.15.1 Calculating monies required for closing and advising the Transferee at least seven business days in advance.

i. Calculating and advising the Transferee of any applicable Provincial/Municipal TransferTax payable.

ii. For CAF Member and GoC Employee relocations, creating and submitting an online legal invoice, when possible, ten business days before closing.

C.15.2 Where applicable, disbursing/attending to the payment of:

i. Home Equity Assistance, Home Sale Assistance, or Capital Improvement monies to the Transferee only once the sale transaction has been completed.

ii. Mortgage Interest Buy Down funds directly to the Transferee’s Lender.

iii. Marketing Incentive to the Purchaser after the sale transaction is complete as per instructions provided by Transferee.

iv. Real estate commission.

v. Outstanding property taxes.

vi. Mortgages/liens, including discharge penalties.

C.15.3 Ensure all employees involved in the administration of relocation transactions are aware of these Agreement terms and conditions.



Anti-Corruption Compliance and BGRS Policies

- C.16 Notwithstanding any conflicting terms and conditions in this Agreement, I agree to the following:
- C.16.1 I will not directly or indirectly through a third-party intermediary, in connection with my services, offer, pay, promise to pay, or authorize the giving of money or anything of value to (i) any "Government Official" (defined in sub-section C.13.4 below) for the purpose of inducing such Government Official to use his or her influence or position with the government or instrumentality thereof to affect or influence any act or decision of such government or instrumentality in order to assist in obtaining or retaining business for, directing business to, or securing an improper advantage for BGRS or (ii) any other person with the intent to induce or reward improper performance of a relevant function or activity.
 - C.16.2 I will maintain books and records that accurately reflect any payment of money or thing of value to a Government Official or any other individual, directly or indirectly, in connection with this Agreement.
 - C.16.3 I further agree: (i) to maintain throughout the provision of my services, suitable policies and procedures to prevent any violation of this Section, (ii) to participate in training associated with the requirements of this Section, if so requested by BGRS, (iii) to immediately notify BGRS in writing if subsequent developments cause, or are suspected to cause, the statements in this Section to be inaccurate or incomplete, and (iv) that upon BGRS's request, I will provide a written certificate satisfactory to BGRS indicating my compliance with the foregoing.
 - C.16.4 The term "Government Official" includes any employee, agent or representative of a non-U.S. government, and any non-U.S. political party, party official or candidate. Government Official may also include royalty, non-U.S. legislators, representatives of non-U.S. state-owned enterprises, and employees of public international organizations (including but not limited to the United Nations, International Monetary Fund, World Bank and other international agencies and organizations), regardless of rank or position, and any individuals acting on behalf of a Government Official.
 - C.16.5 I represent and warrant, at all times during the term of my services, that:
 - i. I am not a Government Official or a close relative of a Government Official, other than Government Officials that are close relatives who have been disclosed in writing to BGRS and are not able to use their influence or positions to cause a violation of subsection C.13.1.
 - ii. I have no personal, business or other connection, relationship or association with any Government Official, other than Government Officials who have been disclosed in writing to BGRS and are not able to use their influence or positions to cause a violation of subsection C.13.1.

- iii. I have at all times during the past 3 years been in compliance with all legal requirements under (1) the U.S. Foreign Corrupt Practices Act (2) the UK Anti-Bribery Act and (3) all other applicable laws relating to corruption, bribery, ethical business conduct, money laundering, political contributions, gifts and gratuities, or lawful expenses to or in connection with Government Officials or other individuals (collectively, the “Anti-Corruption Laws”).
 - iv. I have not received any written communication that alleges that it/he/she is, or may be, in violation of, or has, or may have, any material liability under, any Anti-Corruption Laws.
- C.16.6 I agree to cooperate with BGRS to determine if a violation of subsections C.13.1. or C.13.2 has occurred. If BGRS determines there has been such a violation, it shall have the right to terminate this relationship and remove me from the program with immediate effect and without penalty of any kind. In addition, if BGRS determines that I have violated the substance of subsections C.13.1.or C.13.2 in providing services to one or more other parties, it shall have the right to terminate this this relationship and remove me from the program with immediate effect and without penalty of any kind. If termination occurs pursuant to this subsection, BGRS shall be relieved of any further obligations under this program.
- C.17 I shall comply with BGRS’s policies for suppliers and vendors, as updated from time to time. The policies may be viewed at: <http://bgrs.com/vendorpolicies/>.

Attachment 1: Lawyer/Notary Fee Schedule

Notes:

1. The ceiling rate payable/applicable is the rate in effect at the time the TPSP is called upon to provide the required service (i.e. when the service is booked).
2. Fees for services **must not exceed those established for the appropriate Contract**, regardless of the size of the dwelling or property.
3. Fees include mileage and file administration.
4. Lawyers/Notaries can charge for actual fees incurred for home purchase and/or home sale as per the Legal Fee Schedules below. These fees include all mortgage work (one registration and one discharge) and title searches associated with the transaction, but exclude disbursements.

Table 1A Lawyer/Notary Fee Schedule – Sale at Origin

Note: Fees for services provided by local lawyers or agents officiating a transaction for the lawyer/notary in an area outside the lawyer/notary's area as entered under their profile will not be reimbursed as a disbursement. A lawyer/notary who subcontracts will be paid a combined fee for services and subcontracted services no higher than the ceiling price.

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2020
Alberta	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
British Columbia	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Manitoba	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
New Brunswick	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Newfoundland & Labrador	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Northwest Territories	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2020
Nova Scotia	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Nunavut	CAF	N/A	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Ontario	CAF	\$500	N/A
	RCMP	N/A	\$500
	TBS	N/A	\$500
Prince Edward Island	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Québec	CAF	\$400	N/A
	RCMP	N/A	\$300
	TBS	N/A	\$300
Saskatchewan	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375
Yukon	CAF	\$400	N/A
	RCMP	N/A	\$375
	TBS	N/A	\$375

Table 1B Lawyer/Notary Fee Schedule – Purchase at Destination

Note: Fees for services provided by local lawyers or agents officiating a transaction for the lawyer/notary in an area outside the lawyer/notary's area as entered under their profile will not be reimbursed as a disbursement. A lawyer/notary who subcontracts will be paid a combined fee for services and subcontracted services no higher than the ceiling price.

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2020
Alberta	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
British Columbia	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Manitoba	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
New Brunswick	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Newfoundland & Labrador	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Northwest Territories	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Nova Scotia	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Nunavut	CAF	N/A	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Ontario	CAF	\$700	N/A
	RCMP	N/A	\$700
	TBS	N/A	\$700
Prince Edward Island	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650

Province	Client	New CAF RP Contract 01 Dec 2018 to 30 Nov 2020	New TBS and RCMP Contract 01 Dec 2018 to 30 Nov 2020
Québec	CAF	\$750	N/A
	RCMP	N/A	\$750
	TBS	N/A	\$750
Saskatchewan	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650
Yukon	CAF	\$650	N/A
	RCMP	N/A	\$650
	TBS	N/A	\$650

Acceptable Disbursements

BGRS requires that all disbursements be itemized on the Lawyer/Notary's online invoice and that the documents registered with Land Titles/Land Registry Office be clearly identified.

Definition of acceptable disbursements:

A disbursement on a Transferee's file is a payment made to an arm's-length third party, supported by the following:

- A separate invoice from the third party or electronic data or other documentation or an internal audit trail which clearly identifies the payment as being attributable to the Transferee's file
- A payment made to a Lawyer/Notary or one of his/her employees for out-of-pocket expenses incurred in delivering services on the Transferee's file as supported by a petty cash voucher or other internal document generated in accordance with the legal firm policy

Disbursements that can be claimed at cost include the following:

- Various lands title/deed, registration fees (including administration fees associated with Land Protection Acts, P.E.I. and Land Titles registration in New Brunswick, Nova Scotia)
- Survey/Certificate of Location cost or title insurance (if required to close the transaction) both are only reimbursed if Lawyer/Notary certifies in writing to BGRS that it was required to provide clear title
- Mortgage appraisal fees (when required by lender)
- Mortgage insurance fees
- Title abstract information
- Certified copy of title
 - Zoning and/or work orders (tax certificate/ property tax search)
 - Real estate commission
 - Land transfer tax
 - Compliance stamp (Alberta)
 - Water test (if required to close the transaction)

Mortgage Discharge (except Quebec)

The first mortgage discharge is **included** in the prescribed fees payable to the Lawyer/Notary.

NOTE: In all provinces, additional fees and disbursements related to the discharge of any additional mortgages are the responsibility of the Transferee and will not be reimbursed.

Mortgage Discharge in Quebec

In Quebec, the Purchaser's Notary handles the sale transaction and, therefore, there are no fees on the sale transaction. There are, however, fees and disbursements payable by the Vendor to the Purchaser's Notary for the discharge of a mortgage. The maximum amount claimable is identified under **Table 1A**.

Required Supporting Documents

For CAF and GoC Transferees (excludes RCMP), the following supporting documentation must be uploaded to the Supplier Secure Website as soon as received, but not later than 30 days after the closing of the transaction.

For Sale transactions:

- Real Estate Commission statement
- Mortgage Discharge Penalty statement
- Mortgage Discharge Fee statement
- Certificate of location (survey) invoice

For Purchase transactions:

- Mortgage Default Insurance Application fee
- Mortgage Default Insurance Premium
- Survey/certificate of location OR the title insurance invoice

Attachment 2: Performance Management

BGRS maintains strong working relationships with the TPSPs in our Directory. Usually, we resolve issues between Transferees and their TPSP by clarifying expectations and highlighting service-level requirements in the TPSP Agreements.

However, if BGRS suspects that a TPSP has violated their TPSP Agreement, the Supplier Centre Team investigates the complaint, reaching out to both the TPSP and Transferee as required. If the TPSP fails to correct the confirmed performance deficiencies, the Supplier Centre Team has the authority to place them on the TPSP Probation List or to remove them as a participating TPSP.

2.1 TPSP Levels of Non-Compliance

As summarized in **Tables 2A and 2B**, there are three levels of TPSP non-compliance:

- a. **High-Impact Issues.** After one confirmed high-impact service complaint, BGRS will remove the TPSP from the TPSP Directory.
- b. **Medium-Impact Issues.** After two confirmed medium-impact service complaints, BGRS will place the TPSP on the TPSP Probation List for six months. After an additional confirmed medium-impact service complaint within the first three months after this probation period, BGRS will remove the TPSP from the TPSP Directory for one year.
- c. **Low-Impact Issues.** After three confirmed low-impact service complaints, BGRS will place the TPSP on the TPSP Probation List for three months.

Table 2A General Impact Levels for TPSP Non-Compliance

Trigger of Non-Compliance	Impact Level		
	Low	Medium	High
Demonstrates extremely unprofessional behaviour towards the Transferee and/or BGRS personnel			X
TPSP exceeds ceiling rates and refuses to refund extra fees to the Transferee after one request			X
TPSP does not return overpayment funds to Transferee or BGRS (as directed)			X
Expired or invalid licensing requirement			X
Fails to comply with the Privacy and Security requirements			X
Does not return Transferee calls or emails within 8 business hours		X	
Does not send invoices to the Transferee or BGRS as specified at Table D.1 of this Agreement		X	
Invoice submitted does not use the required expense categories		X	
Invoice submitted does not include the required information	X		
Incomplete data entry	X		
Document uploads on Supplier Secure Website are not timely	X		

2.2 TPSP Non-Compliance Process

When a non-compliance is identified, BGRS will take the following steps.

Step 1: Notify TPSP of Non-Compliance

- Notify the TPSP of the observation immediately via email from the Supplier Centre Team, and ask the TPSP to provide additional details or to outline mitigating factors regarding the issue.
- Outline complaint response expectations and assign a timeline for resolving the issue.

Step 2: TPSP Response

- Require the TPSP to respond to BGRS's email within **24 hours** of notification, responding to the complaint and proposing a resolution that meets the assigned timeline from Step 1.

Step 3: Resolution

- Notify the Transferee if the TPSP corrects the non-compliance, and close the issue.
- Proceed to Step 4 if the resolution is not timely or the TPSP is not responsive.

Step 4: TPSP Placed on Probation

- Place the TPSP on probation.
- Before inactivating a TPSP, the Supplier Centre Team will do the following:
 - Notify TPSP via email that they are being placed on probation and provide the reason that brought this decision.
 - Advise TPSP that it is their responsibility, after the probation period has passed, to contact BGRS to confirm their willingness to adhere to the required performance levels.
 - Reactivate the TPSP's registration status once written confirmation of willingness has been received.
 - If no confirmation is received, proceed to Step 5.

Step 5: TPSP Removal by BGRS

- Remove TPSP from the Directory.
- Before inactivating a TPSP, the Supplier Centre Team will notify the TPSP via email that they are being removed from the Directory and provide the rationale for BGRS's decision.

At any point, the participating TPSP may contact the BGRS Supplier Centre Team when trying to resolve issues, taking into consideration the BGRS escalation process hereto outlined.

About BGRS

BGRS develops and implements comprehensive talent mobility solutions for corporate and government clients worldwide. By combining deep industry experience and unparalleled insights on the future of talent mobility, we enable our clients to design mobility programs that empower them to attract, retain and develop top performers. With more than 1,500 people across five continents, we blend global perspective with local market strength.

To learn more, visit <http://www.bgrs.com>

