

Context for the Nordicity Strategic Review of Screen Based Entertainment Industries

Driving Forces

- BC's existing strength on film and television
- Emergence of Information and communication technology (ICT) sector
- Four parts to ICT sector:
 - Physical products: Computers, cell phones etc
 - Service providers: cable companies, wireless networks
 - System software: to run the hardware
 - Content development (publishing): Digital media.
- Digital media companies in BC currently operate in five areas: interactive design; digital entertainment and games; digital film, animation and special effects; mobile content and applications including games; and E-learning.
- BC has more than 600 digital media companies, employing about 16,000 people and generate \$2.3 billion in annual sales. The products developed by the province's digital sector impact many other sectors – for example, health care, education and military activities – as practical applications and training tools, and as next generation technology innovations.
- Digital Media has a strong symbiotic relationship with the established film and TV sector, making Vancouver a creative force in North America. As a result, Vancouver has one of the top video game clusters in the world with presence from major publishers including EA (Electronic Arts), Nintendo, THQ, Vivendi/Activision, Disney and Microsoft. The Electronic Arts' studio in Vancouver is the largest of its kind in the world.

Screen-based entertainment

- Sub component of digital media, but also includes none digital aspects of film and TV.
- No accepted definition of "SBE", therefore, no measure of its size and economic contribution
- Study seeks to answer:
 - What is the economic contribution of SBE?
 - How is it growing?
 - Are there initiatives that can be taken by the public and private sector to enhance the growth of SBE?

CSCD's interest:

- Artistic component of content development
- Enhancement of film and television sectors
- Jobs and economic development

Current SBE approach:

- Sector definition, data gathering – Nordicity study,
- Opportunity identification - roundtables, Asia pacific group
- Implementation of initiatives

Complements:

- JTI jobs plan/technology strategy

STUDIES OF THE SCREEN BASED ENTERTAINMENT INDUSTRY.

RECOMMENDED RESPONSE:

- The industry in BC has changed dramatically over the past 20 years moving from one primarily based on location shooting, through to animation and post production and now includes gaming and app development.
- With the rapid evolution in the screen-based industries over recent years, measurement tools that are largely based on traditional manufacturing and service industry descriptions are increasingly inadequate.
- It has been a challenge for to derive agreed upon estimates of GDP, employment and economic impact.
- The 2005 InterVISTAS report provided a useful analysis of the film and television industry at that time and demonstrated that the industry provided positive economic benefits to the province. Although the industry felt that the report understated the size of the industry and its economic contribution
- This report was publicly posted on line, but is now out of date.
- Since then much has changed in the industry. In 2010, PriceWaterhouseCoopers was engaged by the BC Film and Media to, among other things, define the screen-based industry and to develop a proposal for a methodology for measuring the industry.
- However, the proposed methodology was not consistent with current statistical analysis conventions, and the report was never completed.
- Learning from that experience, government has been working closely with industry partners and other interested parties to develop a terms of reference for a study that will define the current components of the industry and develop statistical measures based upon an agreed methodology.
- Motion Picture Production Industry Association (MPPIA) and Canadian Media Production Association (CMPA) had already engaged Nordicity to provide an updated economic impact study of film and television sector. The Province has now joined with the industry to expand the study to be a full review of the screen-based entertainment industry.

BACKGROUND ON INTERVISTAS

- The InterVISTAS report entitled "Film and Television Industry Review" dates back to October 2005. The components of the study included:
 - Verification of data from film/TV industry in BC;
 - Estimation of economic impact;
 - Examination of factors affecting film and television production spending;
 - Cost/benefit analysis of the tax credit program; and,
 - Assessment of the opportunity cost associated with tax credits

The following is from a briefing note prepared in 2005:

Not Responsive

Pages 3 through 4 redacted for the following reasons:

Not Responsive



Nordicity West
Vancouver

Tel: +1 604 340 7997
lbrown@nordicity.com

March 5, 2012

Andrea Henning
Executive Director, Arts and Culture
Ministry of Community, Sport and Cultural Development
Email: Andrea.Henning@gov.bc.ca

Dear Andrea:

Re: Proposal for a strategic review of the screen-based sectors in BC

Further to our recent discussions, Nordicity Group Ltd. ("Nordicity") is pleased to submit this proposal to the Ministry of Community, Sport and Cultural Development of British Columbia to conduct a **strategic review of the screen based industries in British Columbia (BC)**, namely film, television and interactive digital media. In this letter proposal, we briefly review Nordicity's experience in undertaking comprehensive strategic reviews, provincial sector studies and economic impact analyses. The following document outlines the proposed project scope, describes the methodology and timelines we propose, and finally presents our team and budget.

1. Overview

Understanding your requirements

A focal point for BC's growth and economic stability is the availability of long-term jobs that contribute to the economic, social and cultural richness of the province. The screen-based industry is a rapidly growing global market, with the types of jobs that illustrate the many positive attributes of a knowledge economy. BC has a deep foundation in this type of knowledge economy, from the infrastructure and talent base that a vibrant film and TV industry has developed, to the thought leadership of local videogame giants, to the pioneers of Web 2.0 and next generation mobile applications.

The full impact of this sector and its jobs complement is not completely known or broadly understood in a comprehensive manner. In the newer, interactive digital media area, which intersects often with its film and TV counterparts, there are even less well defined indicators of sector size, numbers of companies, labour complements, economic impact and opportunity for growth. The absence of this data and competitive intelligence seriously impede both government and industry's ability to develop strategic plans and targets against which

collective action and growth measurement can be taken. The recent roundtables with Deputy Minister Don Fast have further articulated this urgent need.

We understand that BC's screen-based industry does not currently possess an up-to-date analysis of the size of the sector, its composition and its contribution to BC's economy. As well, there has never been a comprehensive study of both film and TV combined with interactive digital media to provide a complete provincial analysis. There have been studies which detailed the film and TV production sector, and ones that sought to profile the digital media sector. However, there are still issues related to developing credible economic impact assessments, adequately integrating these formerly separate worlds around screen-based media, and simply out-of-date data.

Without this data, it is extremely difficult for the Government of BC to develop relevant policies and programs that can be evaluated year over year for effectiveness, outcome and impact. Furthermore, the absence of a complete sector profile impedes the ability to describe the industry and its many vibrant components, as related to the larger context of the provincial workforce. The strategic review process will yield a comprehensive overview of the screen-based sectors, their strengths and weaknesses, and an analysis on what interventions are most needed for maximum growth and prosperity.

In order to rectify these issues and provide authoritative analysis of the screen-based industry, Nordicity proposes to prepare an integrated and comprehensive strategic review. A strategic review looks at not only the economic impact of a sector, but also at how the industry is comprised and the types of outputs attributed. It also analyzes barriers to growth and, at a high level, the regulatory, fiscal, and labour gaps identified as a means of informing policy and program decisions.

The proposed strategic review will capture the following kinds of data:

- Definitions and categorizations of activity and the numbers of companies working in each of the categories (where possible noting location);
- The breakdown of the screen-based industry into industry segments, where possible – visual effects/post-production, animation, service production, digital media and its multiple sub-sectors and BC-controlled production;
- Size of companies related to revenue and employment levels, including the number of direct and indirect (FTEs) jobs;
- Labour information such as average salary, hiring patterns, talent shortages and mobility as possible;
- Projected growth or shrinkage of company activity, causes and required interventions;
- Market opportunity trends as related to company expenditures on R&D and investment in intellectual property related to perceived market opportunities;
- Utilization of existing programs and interventions and where possible assessing their correlated impact;
- The economic impact of the industry as determined by Gross Domestic Product (GDP) contribution; this impact will include the net spillover effects from expenditures in screen-based industries;

- The assessment of the direct and indirect tax revenues generated by the province's screen based industries, and contrasted with the amount spent by the Province in tax credits; the issue of causality – where outcomes are related to the tax credit expenditures – will be addressed;

In undertaking these activities, BC would be one of the first jurisdictions to ever integrate the screen-based sectors in this kind of common data set, economic impact analysis and combined profile. This review will also employ newly developed, proven tools that will help to identify the linkages, relationships and cross-over between the various segments of the screen-based sector in BC, such as convergent activity between the sectors.

In the remainder of this proposal, Nordicity outlines its methodology, timelines, professional team and budget for this Strategic Review at a high level, with the corresponding methodological details provided in the related appendices.

Pages 8 through 14 redacted for the following reasons:

S21

3. Project Timelines & Deliverables

The timelines for this project will ultimately be a function of the speed at which the project can be initiated, the working group formed, the industry speed of response to the survey component, and the time required to obtain data from the respective organizations (BC Stats, EP Canada, BC Film+Media). Nordicity will direct the working group and the client will chair and facilitate the meetings.

The proposed timelines and deliverables for the project are provided below:

Deliverable	Delivery Date
Project Initiation	
Contract signoff, Project kickoff	March 19
Working Committee terms of reference and membership	March 30
Industry launch (At Roundtable with Don Fast) <i>*Client to lead</i>	March 30
Phase 1	
Validation of industry segmentation drafted	April 19
Methodological Framework presented	April 30
Meeting of the Working Committee held, Meeting #1 (Full day workshop)	April 30
Company level survey deployed	May 7
Phase 2	
Report outline (draft)	May 7
Meeting of the Working Committee held, Meeting #2	May 14
Worker level survey deployed	May 21
Phase 3	
Interim Report	June 11
Meeting of the Working Committee held, Meeting #3	June 11
Industry update at 2 nd quarterly meeting with Don Fast	June TBD
Survey analysis	June 29
Economic impact analysis draft	June 29
Phase 4	
Convergent activity analysis	July 9
Meeting of the Working Committee held, Meeting #4	July 12
Phase 5	
Economic impact analysis final	July 20
Meeting of the Working Committee held, Meeting #5 Final	July 20
Final report and presentation	July 28

4. Project Staffing

Peter Lyman

Peter Lyman is a Senior Partner at Nordicity and will oversee this project as the Engagement Director. Peter is a recognized expert in the media and communications industry with almost 30 years of consulting experience. He has participated in all facets of the regulatory, policy development, program evaluation, economic analysis, and business strategy formulation in the digital and traditional media and communications sectors in Canada and abroad. Peter has developed considerable cross-creative sector expertise, first involving multiple creative sectors in terms of common issues and solutions (e.g. skills development, financing, and R&D/design), and second from creative and other cluster projects like the international comparative analysis for CONCERT, the Framework for Growth study of the Ontario entertainment/creative cluster, and Ontario Media Development Corporation's (OMDC) Directions in New Financing for Ontario's Cultural Media Industries.

As well, he has reviewed emerging interactive digital media issues from an industry specific level: Games Space for North West UK (games sector), Ontario economic profile for the Ontario Producers Panel (film/TV/interactive media), animation services/special effects profile for Computerized Animation Services of Ontario (CASO), music industry strategy for OMDC, book industry strategy for OMDC (as a sub), and electronic publishing profile for Canadian Heritage (magazine industry). He led the Nordicity team in a skills gaps and resources study (for the Ministry of Tourism and Culture) to assist in the development of a skills strategy for the Ontario government with regard to the entertainment creative cluster. He prepared the Digital Economy Strategy submission for the Cultural Human Resources Council (CHRC). He led a major study of the impact of digital technology on 8 cultural sub sectors including IDM for CHRC, and also directed an evaluation of the CANARIE program to support research and innovation through very high bandwidth connectivity.

Thus, through successive assignments, Peter has developed an expertise to ensure that teams working on industry profiles and economic impacts are managed effectively and that a client obtains the deliverables that meet or exceed their expectations – and in a timely manner. He has recent direct experience in the Manitoba screen-based environment in his participation with the OnScreen Manitoba strategy assignment.



Lynda Brown

Lynda Brown is Vice-President of Nordicity West, and one of Canada's leading experts on the creative and business aspects of early-stage development of interactive digital media content. Lynda will be the Engagement Officer and the overall lead for this project. Over the past 20 years, Lynda Brown has pioneered numerous digital media initiatives that have helped companies design, develop and commercialize successful properties. As President of New Media BC, she grew the association 300% in 4 years and raised more than \$40 million to develop the Centre for Digital Media and accompanying Graduate program. She is the founding Chair of the CIAIC and served as Chair of the Trade Team Canada group for IDM, and was an inaugural juror for the new CMF. She most recently conducted one of the most thorough studies of the digital media sector in Alberta ever undertaken. Through that work, she also evaluated the funding and support programs in place for Alberta companies, as related to the overall environmental scan and benchmarking activities. She has a keen understanding of not only the needs of industry, but also the necessary components required of funding programs in order to return investment to all parties. In her private sector work, she is Founder of zuluMe (an IOS development company) and sits on several public and private boards. She has her BA in Communications and her Med in Educational Technology, both from SFU.



Dustin Chodorowicz

Dustin Chodorowicz is a Partner at Nordicity. Dustin will lead the economic analysis for this project. He has 15 years of international experience as an economist, financial analyst and management consultant. He is recognized for his skills and experience in quantitative and statistical analysis, and financial and

economic analysis. He also has considerable experience in the development and implementation primary research tools, including online surveys, research interviews and focus groups.

Dustin is one of Canada's foremost experts in the economic analysis of the creative industries. For the past eight years, he has been the primary author of the Canadian Media Production Association' (CMPA's) annual economic profile of the Canadian screen-based production industry; the latest edition, *Profile 2010*, was released in January 2011. Dustin was the lead analyst and co-author of *Snapshot 2009*, On Screen Manitoba's latest statistical profile and economic impact analysis of province's film and television production industry and the Manitoba Film & Video Production Tax Credit. Dustin has also prepared economic impact studies for the Canadian Independent Music Association, Film Nova Scotia, CANARIE and Government of Nunavut.

In 2011, Dustin was part of a Nordicity team that prepared an analysis of Canadian private broadcaster's expenditures on independent production in the Prairie Provinces. He is currently part of a Nordicity team commissioned by CMF and CMPA to research and develop economic multipliers that could be applied to IDM production. He has also participated in numerous evaluations of industry-support programmes, including the Canadian Film or Video Production Tax Credit (CPTC), Canada Media Fund (CMF), Canadian Feature Film Policy and Ontario Sound Recording Tax Credit.

Prior to joining Nordicity, Dustin was a consultant at PricewaterhouseCoopers. He has also held positions with the Canadian government and central statistical agency, where he supported the development of economic indicators and government policy for the communications sector. Dustin holds an M.A. and B.Sc. in Economics from the University of Toronto, and is a Chartered Financial Analyst charterholder.

Kristian Roberts



Kristian Roberts is a Manager at Nordicity and will lead the survey components of this project. Kristian has become a recognized expert in digital content industries in Canada and abroad. He has advised clients including (but not limited to) OMDC, Telefilm Canada, the Department of Foreign Affairs and International Trade, the Canadian Interactive Alliance, and the National Endowment for Science, Technology, and the Arts (UK) on matters relating to the development of content-driven digital economies. Each of these engagements involved in-depth, systematic and detailed research and analysis activities. In 2010, Kristian was part of the Nordicity team that prepare and impact analysis of the OSRTC. In 2009 Mr. Roberts led the development of a digitally-focused strategic framework for the creative cluster in Ontario for the Ontario Ministry of Tourism and Culture.

In September 2009, Mr. Roberts co-authored Nordicity's Discussion Paper "Towards a National Digital Strategy" (accessible at <http://www.nordicity.com/digitalstrategy/>) which examined issues affecting digital literacy and skills, cultural industries, and broadband infrastructure and technology. Later that year, Kristian contributed to a study of the possible mechanisms to incent new private investment in the content producing industries in Ontario for the OMDC. In large part, the need for that increased level of investment was the digital transformation. Kristian holds an MSc in Economics from the University of Aberystwyth (Wales) and a BA (Hons) from Concordia University.

Nordicity's experience in strategic review and economic impact analysis

Nordicity has unparalleled experience and expertise in industry profiling and economic impact analysis for the screen-based sector. Nordicity developed the 2008 CIIP for the CIAIC. Nordicity pioneered the taxonomy for the digital media industry, as utilized in the most recent CIIP, and paved the way for its use and adoption by industry and government across Canada.

Nordicity has conducted industry profiles, economic impact studies, industry support evaluations and production/development activity research for the creative industries for

provinces across the country, including Manitoba, Alberta, British Columbia, New Brunswick, Nova Scotia, Nunavut, Ontario and Saskatchewan.

Engaged annually by the Canadian Media Production Association (CMPA) for the last 14 years, Nordicity has developed *Profile 2010*, its annual economic profile of the Canadian film and television production industry. Nordicity has also developed profiles and impact analysis for specific genres including animation, children's, documentary, drama, as well as production types such as animation and VFX. For the past 15 years, Nordicity has collaborated with the CMPA, and its funding partners (Department of Canadian Heritage and Association des producteurs de films et de télévision du Québec) to prepare the annual economic profile of the Canadian screen-based production industry. Through this publication and related assignments, Nordicity has positioned itself as Canada's authority in the compilation and analysis of statistics on screen-based production activity.

Nordicity has combined its leadership in film and television production-industry statistics with its expertise in economic modelling to establish itself as one of Canada's leaders in the analyses of the economic impact of the screen-based production industry. At the national level, Nordicity has prepared studies of the economic impact of film and television production in assignments for the Department of Canadian Heritage and the Department of Finance.

Nordicity's economic-impact-analysis capabilities extend across the cultural industries and into other sectors of the economy, as well. For example, the Niagara Region (Cultural Capital of Canada, 2012) recently engaged Nordicity to conduct an analysis of the economic impact of its cultural sector. In 2011, Nordicity completed a study of the economic benefits of CANARIE, Canada's broadband research and education network.

Nordicity's in-depth knowledge of business and policy issues related to film, TV and interactive digital media and its leadership in economic-impact analysis will ensure that this project receives an authoritative study of the screen based industries in BC.

For further examples of our work, please see Appendix C.

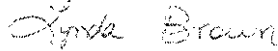
Page 19 redacted for the following reason:

S21

6. Concluding Remarks

Nordicity is committed to ensuring that the screen-based industry has the critical data it requires to position BC as leading hub and to generate a strategic plan that fosters wealth and prosperity throughout the province. We understand the potential the screen based sector represents on provincial, national and international levels. We welcome this opportunity and look forward to working with you on the preparation of this strategic review.

Sincerely,



Lynda Brown-Ganzert
Vice-President

7. Project Authorization

If the Ministry of Community, Sport and Cultural Development is in agreement with the terms of this proposal and Nordicity's standard general conditions of service, please sign below and return by fax to 416-657-2521 or email lbrown@nordicity.com

Print Name: _____

Signature: _____ Date: _____

Pages 21 through 28 redacted for the following reasons:

S21

Appendix C – Further Nordicity Qualifications

Online survey tools and capacity

Nordicity has developed numerous online survey tools at the provincial and national levels. We have bolstered these tools with creative online engagement strategies, tailored to the needs of each project and client. Nordicity has a strong technical background with which to develop and deploy the online surveys and engagement processes required for this project.

Digital media and/or Film and TV provincial profiles/reviews

Client: Saskatchewan Motion Picture Industry Association (SMPIA) and Saskatchewan Film Producers Association (SFPA)

Project: Saskatchewan Film/TV Production Sector Plan

The Saskatchewan Motion Picture Industry Association (SMPIA) and Saskatchewan Film Producers Association (SFPA) engaged Nordicity to provide an overview of the Saskatchewan film/TV production sector and identify areas of opportunity to strengthen and grow the sector.

Nordicity identified five infrastructure “pillars” that are foundational to improving financing and the stability of the sector: Saskfilm, the Saskatchewan Film Employment Tax Credit (SFETC), the Canada Saskatchewan Production Studios (CSPS), the Saskatchewan Communications Network (SCN), and Saskatchewan’s quality labour base. Using stakeholder interviews and secondary research as inputs, the Sector Plan assesses the benefits and challenges of each pillar and outlines areas for improvement. A key component of the Sector Plan is a five-year forecast which addresses roles for each pillar as well as the roles SMPIA/SFPA can play in the short and medium terms to assist with sector development.

The Sector Plan concludes with strategic recommendations for promoting provincial sector issues at the national level and strengthening sector representation in Saskatchewan. The follow-up to this Sector Plan includes the development and implementation of a detailed business plan focused on capitalizing on sector opportunities and mitigating sector challenges.

Project: Study on and Potential Approaches to Support the Digital Transformation of Creative Media Industries

Client: A sub-national jurisdiction

Nordicity was retained by a regional client to investigate means by which that region’s cultural media industries can most readily adapt to, and take advantage of the digital transformation. Our analysis consisted of a deep look into what factors connote success in a digital content economy (Key Performance Indicators) and the endogenous factors that drive that success (Key Success Factors). We then used these indicators and factors to examine the current provision of support programs policies and approaches that affect that jurisdiction’s cultural media economy. In so doing, we developed a series of optional support measures that could be adopted by the regional government to support the digital transformation of the content industries and position the region as a leading digital jurisdiction.

Project: 2011 Economic Profile and Market Evaluation of the Computer Animation and Visual Effects Industry in Ontario

Client: Computer Animation Studios of Ontario (CASO)

In 2010, Nordicity was engaged by the Computer Animation Studios of Ontario (CASO) to conduct a two-part assignment for the animation industry in Ontario, an update to a similar study conducted by Nordicity for CASO in 2008. First, Nordicity prepared and undertook a detailed economic survey of the animation studios operating in Ontario. This profile included financial, employment and trend data. Second, Nordicity conducted a series of targeted interviews with key clients of animation services in Ontario to determine how well clients’ needs were being met by Ontario firms.

Project: Snapshot: An Economic Report on the Manitoba Production Industry and Evaluation of Film Components of Manitoba Music & Motion Pictures Development Project (M3P)

Client: On Screen Manitoba

In June 2008, On Screen Manitoba engaged Nordicity to prepare both an economic report on the film and television production industry in Manitoba and an evaluation of the film-industry components of the Manitoba Music & Motion Pictures Development Project (M3P). Nordicity conducted secondary research, an online survey, three case studies, and 20 key interviews to collect the data and information for the report. The report included a statistical overview of production activity in Manitoba between 2003/04 and 2007/08 and an analysis of Manitoba's competitive positioning. In collaboration with the Manitoba Bureau of Statistics, Nordicity also prepared an analysis of the economic impact that Manitoba's indigenous and offshore production sectors had on the Manitoba and Winnipeg economies. The evaluation assessed how well M3P met its objectives (success) and its cost-effectiveness. Nordicity also examined how the program might be adjusted to meet evolving professional- and business-development needs of producers and filmmakers in Manitoba.

Industry in Nunavut

Client: Nunavut Film Development Corporation (NFDC)

The Nunavut Film Development Corporation is a not for profit development corporation with a mandate to increase economic opportunities for Nunavummiut in the film, television and digital media industries and to promote Nunavut as a world-class circumpolar production centre. In May 2009, NFDC commissioned Nordicity Group to undertake an economic impact study of the film, television and digital media industries in Nunavut. The study identified total production volume, employment, contribution to GDP, the cost-benefit of industry development, etc. Amongst the key findings contained in the report presented to the Media Industry Summit (September, 09):

§ Spending by Nunavut-based producers and guest producers was an estimated \$12 to \$13 million in 2008 compared to an average of roughly \$10 million per year over the previous four years.

§ Production activity in Nunavut has generated a total annualized GDP of \$9.8 million in the Nunavut economy between 2005/06 and 2008/09. This includes an average of \$4.7 million in direct GDP and \$5.1 million in spin-off GDP.

§ Production activity in Nunavut supported the creation of a total of 169 FTEs (full-time equivalent jobs) on an annualized basis over the past four years. This total included 86 direct FTEs and 83 spin-off FTEs.

§ Social & Cultural Benefits: Stakeholders perceive Nunavut's production industry as having very important social impacts on: the way Nunavummiut see the world and the way the world sees Nunavut; cultural preservation; youth engagement; and language retention.

The study also included an analysis of the future competitiveness of Nunavut against other circumpolar film destinations - including Greenland, Russia, Denmark, Iceland Alaska, Yukon and NWT.

This study provides the foundation for discussions with funders, policy-makers (Department of Economic Development, CREY, INAC, etc.) and stakeholders on training, financial and other incentives. It was also provided critical input for the Strategy Planning process with the Board in September, 09 (facilitated by Nordicity as a separate project).

Project: Economic Study for the Film, Television and Interactive Media Sector

Client: The Ontario Producers Panel (OPP, CMPA), Producers' Roundtable of Ontario (PRO), Interactive Ontario (iO), FilmOntario

Nordicity worked with PricewaterhouseCoopers to deliver an economic study for a group of key stakeholders in the production industry in Ontario. For this project, Nordicity conducted international and domestic research to identify best practices in typical funding levels and government support structures in the creative industries. Nordicity and PricewaterhouseCoopers worked with the stakeholders to identify optimum levels and types of public support in order to leverage additional private sector financing.

The study set out the economic and cultural business case for this proposed additional government funding and support for the industry and also developed ideas for public support programs which would deliver the maximum benefit to the industry in the province. As part of this economic study, Nordicity and PricewaterhouseCoopers developed a quantitative model to estimate how the proposed new support initiatives (including accelerated payment of existing film and video tax credits) may impact production levels and the financial performance of production companies in the province. The study developed a strategy to enhance the ability of screen-based industries to move from a "manufacturing" to a rights management business model, recognizing the increasing international and multi-platform importance of content production. It was used by the sponsors to help shape the 2007 budget for the Province of Ontario. Specific funding was allocated to OMDC to support the study recommendations.

Project: Profile 2011: An Economic Report on the Canadian Film and Television Production Industry

Client: Canadian Media Production Association (CMPA)

For the past 14 years, Nordicity principals have worked with the CMPA to produce its annual economic profile of the Canadian film and television production industry. The economic profile is the most comprehensive compilation of economic statistics on Canada's screen-based production industry – film, television and convergent interactive digital media (IDM). It tracks industry trends in terms of the total volume of production, the performance of various industry segments, types of production (by language, by medium, by window, by genre), the regional distribution of production, production financing, and the economic contribution of the industry to the Canadian economy.

The methodology underlying the production of statistics in the economic profile was developed by Nordicity. Over the years, Nordicity has developed and introduced methodologies that integrate statistics from the Canadian Audio-visual Certification Office (CAVCO), Canadian Radio-television and Telecommunications Commission (CRTC), CBC/Radio-Canada, Canada Media Fund, Telefilm Canada and the provincial film agencies to offer a complete picture of film and television production activity. The 2011 edition of the economic profile included new statistics for the convergent IDM content production industry. These new statistics included production volume and indicators of the sector's economic impact.

Project: Getting Real V: An Economic Profile of Canadian Documentary Production

Client: Documentary Organization of Canada

Since 2003, Nordicity has prepared an annual economic profile of Canadian documentary production. The fifth edition, Getting Real 5, is based on data compiled from CAVCO, CRTC, CMF, Telefilm and NFB. The documentary profile examines the trends in documentary production activity in Canada and is a source for statistics on television documentary activity, feature documentary production, production financing, treaty coproduction, and indicators of audience demand for Canadian documentary programming and films.

Project: Canadian Interactive Industry Profile

Client: Canadian Interactive Alliance interactive canadienne (CIAIC)

In October 2008 the CIAIC, Canada's national new media association, contracted Nordicity to gather data and provide a comprehensive written report detailing the makeup of Canada's interactive media industry covering: company demographics; revenue information; intellectual property use; nature of work; sales channels and markets; funding sources; employment information; and industry association and incubator membership. The report, the 2008 Canadian Interactive Industry Profile (CIIP), is a follow-up to the 2006 CIIP.

The key deliverables of the project included: updating the 2006 industry classification system; updating the 2006 interactive industry definition; designing and administering a national, industry-wide survey; and producing a final report consisting of a comprehensive analysis of the industry. Following research into international classification procedures for new media, and with cooperation from the CIAIC, Nordicity updated and streamlined both the classification system and interactive industry definition.

Nordicity also designed and administered an online survey and oversaw the marketing and direct-calling process that resulted in 292 valid, complete survey responses from across the country. The final report included: a detailed synopsis of the national survey results; industry trends from 2006 to 2008; five separate regional profiles; a comparison of regional profiles; and extrapolated survey results to profile the full national industry.

Project: Manitoba's Interactive Digital Media Industry: Profile and Economic Impact Analysis

Client: New Media Manitoba (NMM)

Nordicity has been asked by New Media Manitoba to conduct a profile of the interactive digital media industry in Manitoba – from games developers through website designers. The profile, which will include interviews and engagement with the academic community, will be supported by an economic impact analysis. Throughout the project we will use an interactive forum to manage the relationship with stakeholders. The final report will be a living document that will facilitate the on-going collection of data.

Project: Study of the Audiovisual Distribution Sector

Client: Department of Canadian Heritage

Canadian Heritage retained Nordicity to provide a profile of the current audio-visual (AV) distribution industry in Canada that is, the distribution of film, television and new media in domestic and foreign markets for both the French- and English language. This treatment of the AV distribution sector had not been undertaken for over 2 decades, and the results comprise an important input for Canadian Heritage in its review of feature film and TV production, distribution, and broadcasting policies. The study included an Economic Data Analysis Report based on Statistics Canada, box office, Telefilm and CAVCO data as well as a SWOT analysis. It drew on the decade plus economic profiles prepared by Nordicity for the film and TV production sector.

The study compiled an historical perspective of the evolution of the sector in response to numerous significant interventions in legislative, program, tax, and other policies. It identified the emerging business models, the role of the new online broadband retailers and aggregators, and the new deal structures emerging for content transactions on new platforms

Once a thorough literature search and economic analysis was complete, Nordicity conducted more than forty interviews with key stakeholders in the industry such as distributors, broadcasters, producers, BDUs/ISPs, and industry association representatives in Ontario and Quebec. These rich data sources were then combined in a thorough analytical study resulting in key findings for the sector.

Provincial Strategic review examples

Project: A Strategy for the Music Industry in Ontario

Client: Ontario Media Development Corporation

OMDC commissioned Nordicity in association with CUTO in Ontario and Frukt in the UK to conduct a strategy study of the music industry in Ontario. Of specific interest were the impact of digitization, emerging business models, the availability of funding, prominent trends, and important issues currently faced by this industry. Research consisted of an international review of best practices for industry support programs and an assessment of the relative strengths and weaknesses against key success factors for the music industry. This comparative review was extended to BC and Quebec in Canada, and a more detailed assessment of the key success factors in Ontario was undertaken. About 40 key informants were interviewed among Ontario music industry stakeholders. Nordicity facilitated a strategy development session to prioritize key success factors to develop a strategic plan aimed at fostering the development of the music industry in Ontario as it adapts to a post-Naptser world.

Project: A Strategy for the Book Publishing Industry in Ontario

Client: Ontario Media Development Corporation

OMDC commissioned Castledale Inc., in association with Nordicity, to conduct a strategy study of Ontario's book publishing industry. Of specific interest was the impact of digitization, emerging business models, the availability of funding, prominent trends, and important issues currently faced by this industry. Research consisted of an international review of best practices for industry support programs and an assessment of the relative strengths and weaknesses against key success factors for the book publishing industry. This comparative review was extended to BC and Quebec in Canada, and a more detailed assessment of the key success factors in Ontario was undertaken. About 40 key informants were interviewed among Ontario publishing industry stakeholders. Nordicity facilitated a strategy development session as part of the process to develop a strategic plan aimed at fostering the development of the book publishing industry in Ontario as it makes the transition into the digital world.

Project: Economic Impact and Long-term Strategy for Nova Scotia's Film, Television and New Media Production Industry

Client: Nova Scotia Film Industry Taskforce

The Nova Scotia Film Industry Taskforce is an industry-development group comprising the Nova Scotia Film Development Corporation, broadcasters, producers, industry guilds, and the Nova Scotia Government. The Taskforce engaged Nordicity to prepare an economic-impact study and long-term strategy for Nova Scotia's film, television and new media production industry.

The project consisted of two phases. The first phase was an economic- and cultural-impact analysis, which included a cost-benefit analysis of the provincial tax credit for film and video production (Film Industry Tax Credit [FITC]). Nordicity compiled data on production expenditures in the province due to the FITC and worked with economists at the Nova Scotia Department of Finance to develop an analysis of the overall economic impact of production activity resulting from the FITC. The cost-benefit analysis consisted of a comparison of the provincial outlays associated with the FITC and the overall provincial tax revenues associated with film and video production in the province.

The second phase of the project was the creation of a strategic long-term plan for the industry. As part of the development of the strategic plan, Nordicity interviewed over 40 industry representatives, including producers, new media developers, broadcasters, industry guilds, and cultural agencies. Nordicity also conducted an online survey of another 180 stakeholders involved in the Nova Scotia film industry.

Project: Cultural Industries Development Strategy

Client: Department of Wellness, Culture and Sports of the Government of New Brunswick

This study encompassed a literature review, case studies, an inventory and evaluation of support programs, SWOT analysis, best practices analysis and funding comparison. In developing recommendations for a comprehensive cultural strategy for the province, the study team tested various strategic options with stakeholder focus groups and the Advisory Committee.



Nordicity Group Ltd.
Vancouver Office
Lynda Brown, VP West
Telephone 604 340 7997
Fax +1 613 234-0616
lbrown@nordicity.com

Project Overview

Discussions between industry and government on how to grow the screen-based industries in BC are often consumed by the topic of tax credits. Examples of business models that support growth in this sector without the use of tax credits have been less examined. This brief proposal outlines the compilation of four case studies that will highlight successful business models being employed across the screen-based industries without the use of tax credits.

Proposed Approach

A series of four case studies will be developed in the screen-based industries over a six-week period. It is proposed that at least one case study be undertaken in each of the film, television and digital media sectors. Each case study will evolve from the following data gathering and analysis process:

- Background research, corporate overview, publicity success measures
- Description of products and/or services, differentiation, position in local market
- In-depth, confidential interviews with C-level founders/employees* regarding business models, challenges met, market drivers. Anonymity as requested.
- Gaps analysis on growth requirements, priority needs for next stage development
- Written summary for each case study compiled in a final report for internal review
- Summaries will have an abstract, two-three key findings and an overall analysis

**Confidential interviews will be required in order to analyze financial performance and structure.*

Expected Outcomes

The completed analysis of the four case-study companies will establish themes that are shared throughout the sector in terms of what kind of supports and components are needed for success. This study will anecdotally consider new mechanisms that can be implemented to support industry's requirements while also managing the increasing demands on government's budget. It will illustrate the major support factors required by industry for continued growth and success.

The report itself will serve as a foundation document for the discussion at hand, along with a compilation of provincial success 'stories' not usually highlighted. The study should open up dialogue and build bridges between industry and government - moving the conversation from the tactical tax credit levels to the strategic considerations of growing a world-class screen-based sector.

Proposed Budget

The total project cost, inclusive of HST is \$24,085. The final report can be provided in draft format by the end of November 2011 if approval is provided by October 26 2011.

S13, S17

S13, S17

Nordicity Qualifications

Nordicity is a leading international consulting firm specializing in economic and financial analysis; business strategy solutions; and, public policy and regulatory affairs. We have an extensive background, gathered over 30 years of experience, in the screen-based and cultural industries. A few examples of our related work portfolio follow on the next page.

We would be delighted to work with you on this project and are happy to provide any further information required.

Sincerely, Lynda Brown-Ganzert, Vice-President, Nordicity West

Project: Saskatchewan Film/TV Production Sector Plan

Client: Saskatchewan Motion Picture Industry Association (SMPA) and Saskatchewan Film Producers Association (SPPA)

The Saskatchewan Motion Picture Industry Association (SMPA) and Saskatchewan Film Producers Association (SPPA) engaged Nordicity to provide an overview of the Saskatchewan film/TV production sector and identify areas of opportunity to strengthen and grow the sector.

Nordicity identified five infrastructure "pillars" that are foundational to improving financing and the stability of the sector: Saskfilm, the Saskatchewan Film Employment Tax Credit (SFETC), the Canada Saskatchewan Production Studios (CSPS), the Saskatchewan Communications Network (SCN), and Saskatchewan's quality labour base. Using stakeholder interviews and secondary research as inputs, the Sector Plan assesses the benefits and challenges of each pillar and outlines areas for improvement. A key component of the Sector Plan is a five-year forecast which addresses roles for each pillar as well as the roles SMPA/SPPA can play in the short and medium terms to assist with sector development.

The Sector Plan concludes with strategic recommendations for promoting provincial sector issues at the national level and strengthening sector representation in Saskatchewan. The follow-up to this Sector Plan includes the development and implementation of a detailed business plan focused on capitalizing on sector opportunities and mitigating sector challenges.

Project: Economic Impact and Long-term Strategy for Nova Scotia's Film, Television and New Media Production Industry

Client: Nova Scotia Film Industry Taskforce

The Nova Scotia Film Industry Taskforce is an industry-development group comprising the Nova Scotia Film Development Corporation, broadcasters, producers, industry guilds, and the Nova Scotia Government. The Taskforce engaged Nordicity to prepare an economic-impact study and long-term strategy for Nova Scotia's film, television and new media production industry.

The project consisted of two phases. The first phase was an economic- and cultural-impact analysis, which included a cost-benefit analysis of the provincial tax credit for film and video production (Film Industry Tax Credit [FITC]). Nordicity compiled data on production expenditures in the province due to the FITC and worked with economists at the Nova Scotia Department of Finance to develop an analysis of the overall economic impact of production activity resulting from the FITC. The cost-benefit analysis consisted of a comparison of the provincial outlays associated with the FITC and the overall provincial tax revenues associated with film and video production in the province.

The second phase of the project was the creation of a strategic long-term plan for the industry. As part of the development of the strategic plan, Nordicity interviewed over 40 industry representatives, including producers, new media developers, broadcasters, industry guilds, and cultural agencies. Nordicity also conducted an online survey of another 180 stakeholders involved in the Nova Scotia film industry.

Project: Technical Considerations Towards a UK Video Games Tax Credit

Client: National Endowment for Science, Technology and the Arts (UK)

In May 2010, the National Endowment for Science, Technology and the Arts (NESTA) commissioned Nordicity to prepare a research brief on the technical considerations for the design of the UK tax credit for video games. For this research brief, Nordicity drew upon evidence from games tax credits in Canada and the film tax credit in the UK to address how the proposed UK games tax credit could be designed to: (i) encourage innovation, (ii) help independent game development companies attract external financing, and (iii) promote the retention of intellectual property rights by independent games developers. Based on this research, Nordicity prepared recommended options for the UK game tax credit.

	COMPANIES PROFILE								WORKFORCE PROFILE					BC BUSINESS CLIMATE/INFRASTRUCTURE							ECONOMIC STATISTICS (time series)										
USE FOR DATA	Industry Definition	Total #	# by size \$ & emploment	# by segment	size by segment	names of major companies	products by type	products by market	Available workforce	Required workforce	# of workers by skill	Education levels	immigration rules	taxation	education facilities	Production facilities	incentives	venture capital climate	Transportation	Social amenities	Financial infratructure	GDP	GDP by Ind segment	Employment	Employment by segment	Fiscal impacts	Expenditures	Wages	Exports	Indirect and Induced Imapcts	
Investment Promotion		✓	✓	✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓	✓		✓		✓	✓	
Export promotion							✓	✓																			✓			✓	✓
Guide policy development										✓							✓					✓		✓			✓	✓	✓	✓	
Policy evaluation																															
Economic Indicators																															
Nordicity	?	?	?	?	?																										
Required																															

Conclusions:

S13, S17

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: **C13876001**

Requisition No.: _____

Solicitation No.(if applicable): 4565

Commodity Code: _____

Contractor Information

Supplier Name: NGL Nordicity Group Ltd.

Supplier No.: A0084493

Telephone No.: 604-340-7997

E-mail Address: lbrown@nordicity.com

Website: _____

Financial Information

Client: 60

Responsibility Centre: 51876

Service Line: 56301

STOB: 6197

Project: 5100000

Template version: February 8, 2012

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General	1
1.2	Meaning of "record"	1
2.	Services	1
2.1	Provision of services	2
2.2	Term	2
2.3	Supply of various items	2
2.4	Standard of care	2
2.5	Standards in relation to persons performing Services	2
2.6	Instructions by Province	2
2.7	Confirmation of non-written instructions	2
2.8	Effectiveness of non-written instructions	2
2.9	Applicable laws	2
3.	Payment	2
3.1	Fees and expenses	2
3.2	Statements of accounts	3
3.3	Withholding of amounts	3
3.4	Appropriation	3
3.5	Currency	3
3.6	Non-resident income tax	3
3.7	Prohibition against committing money	3
3.8	Refunds of taxes	3
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy	4
5.2	Security	4
5.3	Confidentiality	4
5.4	Public announcements	5
5.5	Restrictions on promotion	5
6.	Material and Intellectual Property	5
6.1	Access to Material	5
6.2	Ownership and delivery of Material	5
6.3	Matters respecting intellectual property	5
6.4	Rights relating to Incorporated Material	5
7.	Records and Reports	5
7.1	Work reporting	5
7.2	Time and expense records	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity.....	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage.....	6
10.	Force Majeure	7
10.1	Definitions relating to force majeure	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination	7
11.2	Province's options on default	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default.....	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default	8
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation.....	9
12.3	Costs of mediation or arbitration	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or fax number	9
13.3	Assignment.....	9
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications.....	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor	10
13.11	Personnel not to be employees of Province	10
13.12	Key Personnel.....	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time	11
13.16	Conflicts among provisions	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	11
13.19	Further assurances.....	11
13.20	Additional terms.....	11
13.21	Governing law.....	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

SCHEDULE A – SERVICES

Part 1 - Term

Part 2 - Services

Part 3 - Related Documentation

Part 4 - Key Personnel

SCHEDULE B – FEES AND EXPENSES

Part 1 - Maximum Amount Payable

Part 2 - Fees

Part 3 - Expenses

Part 4 - Statements of Account

Part 5 - Payments Due

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 21 day of May, 2012.

BETWEEN:

NGL NORDICITY GROUP LTD. (the "Contractor") with the following specified address and fax number:
4015 Shone Road, North Vancouver, BC
V7G 2N3

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented
by THE MINISTER OF COMMUNITY, SPORT AND CULTURAL DEVELOPMENT (the "Province")
with the following specified address and fax number:
1ST Floor, 800 Johnson Street, PO Box 9819 Stn Prov Govt, Victoria, BC
V8W 9W3
FAX: 250-397-4099

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
- (a) the fees described in that Schedule;
 - (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and

- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:

- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
- (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY**Privacy**

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

(a) "Event of Force Majeure" means one of the following events:

- (i) a natural disaster, fire, flood, storm, epidemic or power failure,
- (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
- (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
- (iv) a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>22</u> day of <u>May</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p><u>L. Brown-Ganzert</u> Signature(s)</p> <p><u>LYNDA BROWN-GANZERT</u> Print Name(s)</p> <p><u>VP, NOROICITY WEST</u> Print Title(s)</p>	<p>SIGNED on the <u>11th</u> day of <u>June</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p><u>Liz Lilly</u> Signature</p> <p><u>LIZ LILLY</u> Print Name</p> <p><u>DIRECTOR, BUSINESS DEVELOPMENT</u> Print Title</p>
---	--

Schedule A – Services

PART 1. TERM:

1. Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement commences on March 31, 2012 and ends on Sept: 30, 2012.

PART 2. SERVICES:

The Contractor must conduct an integrated and comprehensive strategic review of the screen based industries in British Columbia (BC), namely film, television and interactive digital media. The Contractor must look at not only the economic impact of the sector, but also at how the industry is comprised and the types of outputs attributed to its activities. The Contractor must also analyze barriers to growth and, at a high level, the regulatory, fiscal, and labour gaps identified as a means of informing policy and program decisions.

Steering Committee

A Steering Committee, made up of the parties to the Collaboration Agreement under which this Project is being conducted, has been appointed to provide direction and supervision to the Contractor in completing this work. The Steering Committee will review deliverables to ensure completeness, and will issue approval for payment of invoices linked to completion of deliverables. No payments will be made prior to Steering Committee approval.

The following table describes the deliverables expected, and the dates each deliverable is due. A more complete description of what is expected in each deliverable is included in the attached Proposal extract.

Deliverable Milestones and Payment Dates	Due (2012)	Date
Project Initiation		
Contract signoff, Project kickoff	March 30	
Working Committee terms of reference and membership <i>*Client to lead</i>	March 30	
Industry launch (At Roundtable with Don Fast) <i>*Client to lead</i>	March 30	
Phase 1		
Validation of industry segmentation drafted	April 27	
Methodological Framework presented	May 4	
Meeting of the Working Committee held, Meeting #1 (Full day workshop)	May 4	
Company level survey deployed	June 4	
Deliverable #1 Due (May 4 Workshop, Classification Document, Questionnaire Draft, Comm. Plan)	May 31	
Phase 2		
Report outline (draft)	June 4	
Meeting of the Working Committee held, Meeting #2 & 3	May 31/June 14	
Worker level survey deployed	June 4	
Phase 3		
Interim Report	June 28	
Deliverable #2 (Interim report)	June 30	
Meeting of the Working Committee held, Meeting #4	June 28	
Industry update at 2 nd quarterly meeting with Don Fast	June/July (TBD)	
Survey analysis	June 29	
Economic impact analysis draft	July 12	
Phase 4		
Convergent activity analysis	July 12	
Meeting of the Working Committee held, Meeting #4	July 12	
Phase 5		
Economic impact analysis final	July 20	
Meeting of the Working Committee held, Meeting #5 Final	July 20	
Final report and presentation	July 28	

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:
Appendix 1 – Proposal excerpt ATTACHED:

PART 4. KEY PERSONNEL:

not applicable

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$122,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: \$122,000 for performing the Services during the Term.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

The following table, linked to the table in Schedule 'A' detailing project deliverables, outlines the schedule for invoicing and payment upon completion of deliverable milestones:

Deliverable Milestones and Payment Dates	Delivery Date
Project Initiation	
Deliverable 1 - Project Initiation and Phase 1, and an original numbered invoice, a payment of \$61,000 by no later than May 31, 2012;	<u>May 31</u>
Deliverable 2 - Phase 2 and 3, the interim report and an original numbered invoice, a payment in the amount of \$30,500 by no later than June 30, 2012	<u>June 30</u>
Deliverable 3 - Phase 4 and 5, the final report and an original numbered invoice, a payment of \$30,500 by no later than July 31, 2012	<u>July 31</u>

Schedule C – Approved Subcontractor(s)

Not applicable

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) "access" means disclosure by the provision of access;
 - (b) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) "contact information" means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) "personal information" means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the "control of a public body" within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule F – Additional Terms

1. For greater certainty, the parties expressly agree that the report to be produced by the Contractor pursuant to this Agreement and any methodologies developed by the Contractor will be owned by the Province as part of the Produced Material.
2. Notwithstanding any other provision of this Agreement, the parties agree that section 1.1 (e) is deleted and the following substituted therefor:
 - (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person including data provided to the Contractor by any of the signatories to the collaboration agreement described in Schedule A, but Received Material does not include material that is acquired by the Contractor from third parties interviewed pursuant to the Services;
3. Notwithstanding any other provision of this Agreement, the parties expressly agree that while section 5.3 *Confidentiality* applies to material that is acquired by the Contractor from third parties interviewed pursuant to the Services, the parties expressly agree that the Province has no care, control or ownership of such material and the other provisions contained in this Agreement including Schedules E and G do not apply.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
 - (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
 - (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
 - (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
 - (a) remained as complete as when it was acquired or accessed by the Contractor; and

- (b) not been altered in any material respect.

Documentation of changes to processes

- 12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

- 13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

- 14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

- 15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

- 16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

- 17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:

- (a) any Records in the possession of the Contractor containing Information; or
- (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule

and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
 - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractorthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

Pages 67 through 97 redacted for the following reasons:

S13

**Steering Committee Teleconference
Nordicity Project
Wednesday, May 23, 2012**

RSVP LIST

INVITEES	RESPONSE
Liz Shorten	ACCEPTED
Peter Leitch	DECLINED
Richard Brownsey	ACCEPTED
Howard Donaldson	
James Maynard	
Nancy Mott	ACCEPTED (Note from email: "I have a scheduled meeting until 3:30PM. Will try and move it up.")
Lee Malleau (Bryan Buggey attending on behalf)	DECLINED
Lora Carroll	ACCEPTED
Liz Lilly	ACCEPTED
Andrea Henning	ACCEPTED

	COMPANIES PROFILE			WORKFORCE PROFILE			BC BUSINESS CLIMATE/INFRASTRUCTURE			ECONOMIC STATISTICS (time series)		
USE FOR DATA	Industry Definition			Available workforce			taxation			GDP		
	Total #			Required workforce			education facilities			GDP by Ind segment		
	# by size \$ & emploment			# of workers by skill			Production facilities			Employment		
	# by segment			Education levels			incentives			Employment by segment		
	size by segment			Immigration rules			venture capital climate			Fiscal impacts		
	names of major companies						Transportation			Expenditures		
	products by type						Social amenities			Wages		
	products by market						Financial infratsructure			Exports		
										Indirect and Induced Imapcts		
Telling the Story												
Guide policy development												
Policy evaluation												
Economic Indicators												
Nordicity												

GENERAL SERVICE AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: CS11876005

Requisition No.: _____

Solicitation No.(if applicable): _____

Commodity Code: _____

Contractor Information

Supplier Name: NGL Nordicity Group Ltd.

Supplier No.: _____

Telephone No.: 604-340-7997

E-mail Address: lbrown@nordicity.com

Website: <http://www.nordicity.com/>

Financial Information

Client: 60

Responsibility Centre: 51876

Service Line: 56301

STOB: 6001

Project: 5100000

Template version: October 21, 2010

TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions	1
1.1	General.....	1
1.2	Meaning of "record".....	1
2.	Services	1
2.1	Provision of services.....	2
2.2	Term.....	2
2.3	Supply of various items.....	2
2.4	Standard of care.....	2
2.5	Standards in relation to persons performing Services.....	2
2.6	Instructions by Province.....	2
2.7	Confirmation of non-written instructions.....	2
2.8	Effectiveness of non-written instructions.....	2
2.9	Applicable laws.....	2
3.	Payment	2
3.1	Fees and expenses.....	2
3.2	Statements of accounts.....	3
3.3	Withholding of amounts.....	3
3.4	Appropriation.....	3
3.5	Currency.....	3
3.6	Non-resident income tax.....	3
3.7	Prohibition against committing money.....	3
3.8	Refunds of taxes.....	3
4.	Representations and Warranties	4
5.	Privacy, Security and Confidentiality	4
5.1	Privacy.....	4
5.2	Security.....	4
5.3	Confidentiality.....	4
5.4	Public announcements.....	5
5.5	Restrictions on promotion.....	5
6.	Material and Intellectual Property	5
6.1	Access to Material.....	5
6.2	Ownership and delivery of Material.....	5
6.3	Matters respecting intellectual property.....	5
6.4	Rights relating to Incorporated Material.....	5
7.	Records and Reports	5
7.1	Work reporting.....	5
7.2	Time and expense records.....	6
8.	Audit	6

9.	Indemnity and Insurance	6
9.1	Indemnity.....	6
9.2	Insurance.....	6
9.3	Workers compensation	6
9.4	Personal optional protection	6
9.5	Evidence of coverage.....	6
10.	Force Majeure	7
10.1	Definitions relating to force majeure.....	7
10.2	Consequence of Event of Force Majeure	7
10.3	Duties of Affected Party.....	7
11.	Default and Termination	7
11.1	Definitions relating to default and termination.....	7
11.2	Province's options on default.....	8
11.3	Delay not a waiver.....	8
11.4	Province's right to terminate other than for default	8
11.5	Payment consequences of termination	8
11.6	Discharge of liability	8
11.7	Notice in relation to Events of Default.....	8
12.	Dispute Resolution	9
12.1	Dispute resolution process	9
12.2	Location of arbitration or mediation.....	9
12.3	Costs of mediation or arbitration.....	9
13.	Miscellaneous	9
13.1	Delivery of notices	9
13.2	Change of address or fax number	9
13.3	Assignment.....	9
13.4	Subcontracting	10
13.5	Waiver	10
13.6	Modifications.....	10
13.7	Entire agreement.....	10
13.8	Survival of certain provisions	10
13.9	Schedules	10
13.10	Independent contractor.....	10
13.11	Personnel not to be employees of Province	10
13.12	Key Personnel.....	11
13.13	Pertinent Information.....	11
13.14	Conflict of interest	11
13.15	Time.....	11
13.16	Conflicts among provisions.....	11
13.17	Agreement not permit nor fetter	11
13.18	Remainder not affected by invalidity	11
13.19	Further assurances.....	11
13.20	Additional terms.....	11
13.21	Governing law.....	12
14.	Interpretation	12
15.	Execution and Delivery of Agreement	12

SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

SCHEDULE D – INSURANCE

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

SCHEDULE F – ADDITIONAL TERMS

SCHEDULE G – SECURITY SCHEDULE

THIS AGREEMENT is dated for reference the 24th day of October, 2011.

BETWEEN:

NGL Nordicity Group Ltd. (the "Contractor") with the following specified address and fax number:
4015 Shore Road, North Vancouver, BC
V7G 2N3
Fax 613 234-0616

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Community, Sport and Cultural Development (the "Province") with the following specified address and fax number:
800 Johnson Street
PO Box 9819 Stn Prov Govt
Victoria, BC
V8W 9W3
Fax 250 387-4099

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
 - (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - (iii) the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - (i) the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - (ii) this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access; collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
 - (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS

Work reporting

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
 - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
 - (iv) a freight embargoif the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and
- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - (i) an Insolvency Event,
 - (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION

Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION

14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the ____ day of November, 2011 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the ____ day of November, 2011 on behalf of the Province by its duly authorized representative:
_____ Signature(s)	_____ Signature
_____ Print Name(s)	_____ Print Name
_____ Print Title(s)	_____ Print Title

Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on Nov. 4, 2011 and ends on Jan. 31, 2012.

PART 2. SERVICES:

Outputs

The Contractor must perform research and analysis to produce interrim and final versions of a report describing five case studies of examples of successful firms in the screen-based entertainment industry that describe their decision-making frameworks related to their business model strategies. This work will include:

- Conduct research into the corporate overview of the subject companies, with description of their products/services, differentiation, position in local market and other relevant business factors;
- Conduct confidential interviews with subject company principals to examine business models, market drivers and the challenges met;
- Perform a gap analysis on growth requirements and priority needs for next-stage development; and
- Prepare a written summary for each case study, including key findings, with an over-all summary/analysis of the project findings.

Inputs

The Contractor must conduct confidential interviews and collect highly-sensitive, third-party industry and business data as required to fulfill the analysis and reporting requirements.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

Provide research and analysis that will inform further policy discussions and decisions.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

The Contractor must provide an interim report on Jan. 6, 2012 to allow the Provincial contract manager to assess the character and quality of the anticipated final report.

The Contractor must provide a final report Jan. 31, 2012 containing case studies of five industry businesses, with additional analysis and summary information.

PART 3. RELATED DOCUMENTATION:

Records

The Contractor will:

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
- (b) establish and maintain books of account; invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any Material.

The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Contractor.

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Lynda Brown-Ganzert, vice-president Nordicity West

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$24,085 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Flat Rate

Fees: \$24,085 for performing the Services during the Term.

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the end of the Term or, if the Contractor completes the Services before that time, on the completion of the Services, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any HST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

Schedule C – Approved Subcontractor(s)

Not applicable.

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Schedule E – Privacy Protection Schedule

Definitions

1. In this Schedule,
 - (a) “access” means disclosure by the provision of access;
 - (b) “Act” means the *Freedom of Information and Protection of Privacy Act* (British Columbia);
 - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province’s statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Contractor is aware of and complies with the Contractor’s statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor’s obligations, or the exercise of the Contractor’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor’s collection of personal information.

Accuracy of personal information

6. The Contractor must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Contractor or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

7. If the Contractor receives a request for access to personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Contractor to provide such access and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must correct or annotate the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 business days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

12. The Contractor must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

13. Unless the Province otherwise directs in writing, the Contractor must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

14. Unless the Agreement otherwise specifies, the Contractor must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

15. Unless the Province otherwise directs in writing, the Contractor may only use personal information if that use is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Contractor must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

19. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.5 of the Act, if the Contractor knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Contractor, the Contractor must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect any personal information in the possession of the Contractor or any of the Contractor's information management policies or practices relevant to the Contractor's management of personal information or the Contractor's compliance with this Schedule, and the Contractor must permit and provide reasonable assistance to any such inspection.

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Contractor as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
22. The Contractor acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

23. If for any reason the Contractor does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Contractor must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

24. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

Schedule G – Security Schedule

Not applicable

GSA CONTRACT #
Linking Payment to Deliverables
Specified in Schedule A

SCHEDULE "B"
Fees

1. Fees will be payable to the Contractor, in the fulfillment of the obligations under this Agreement, as follows:
 - (a) upon receipt and approval by the Province of *Milestone 3* as set out in paragraph 4 of Schedule "A", a payment amount of \$21,500.00 for professional fees, plus HST;
2. Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$21,500.00.
3. The Contractor will submit to the Province upon completion of deliverables specified in paragraph 1 of this Schedule B, a written statement of account:
 - (a) showing the calculation of all fees claimed under this Agreement for the period in which this statement is submitted.Within 30 days of receiving a written statement of account, as described in paragraph 3 of this Schedule, from the Contractor, the Province will pay to the Contractor the fees set out in paragraphs 1 and 2 of this Schedule.
4. If applicable, the Province of British Columbia will pay the HST, as long as the Contractor's invoice clearly indicates:
 - The Contractor's HST registration number, and
 - The amount of HST being charged.If the Contractor is an HST Registrant with the Canada Revenue Agency (CRA), then HST can be charged on fees.

If the Contractor is not an HST Registrant with the Canada Revenue Agency (CRA), then HST cannot be charged on fees.
5. In accordance with paragraphs 3.03 and 3.04 of the Agreement, all such refunds or remissions obtained by the Contractor must be applied to the provision of the Services, set out in Schedule "A" or performance of any other obligation of the Contractor under this Agreement in respect of those Services.

GSA CONTRACT #
Specifying Deliverables and Delivery Dates
Links to Schedule B

SCHEDULE "A"
Services to be Delivered and Dates for Service Delivery

1. This Schedule defines the services Nordicity Group Ltd. is to provide to the Province, and provides a timeline for the delivery of those services.
2. The project will start Oct. 24, 2011, and will conclude with delivery of the final products on December 30, 2011.
3. The Contractor will perform research and analysis to produce a report describing four case studies of examples of successful firms in the film/television production industry who rarely or never seek out British Columbia film tax credits. This work will include:
 - Conduct research into the corporate overview of the subject companies, with description of their products/services, differentiation, position in local market and other relevant business factors;
 - Conduct confidential interviews with subject company principals to examine business models, market drivers and the challenges met;
 - Perform a gap analysis on growth requirements and priority needs for next-stage development; and
 - Prepare a written summary for each case study, including key findings, with an overall summary/analysis of the project findings.
4. The following Project Milestones and Dates for Delivery (all dates are 2011) for task completion are tied to the schedule of payments to the Contractor outlined in Schedule 'B':
Milestone 1: Oct. 24: Complete this GDS Contract to initiate project.
Milestone 2: Nov. 30: Provide a draft of one or more of the case studies to demonstrate progress and supply an example of expected project outputs, for review by the Province's contract manager.
Milestone 3: Dec. 30: Completion and delivery of the final project outputs, including a final written report.

CONTRACT COMMITMENT

Note: This Form must be forwarded to Financial Operations together with the signed original contract or Modification Agreement before the first payment is requested. Complete Sections A, B, D and E if this is an initial contract. Complete Sections A, C, D and E if this is an amendment. Questions about the collection or use of this information can be directed to Contracts, Policy and Review, at (250) 387-4589.

☒ **New Contract or** ☐ **Amendment - contract has increased / <Decreased> by: \$** _____ (leave blank if unchanged)

A. Branch Action

Branch/Division: Arts & Culture Branch	Contract Manager: Andrea Henning	Telephone: (250) 356-6614
---	-------------------------------------	------------------------------

B. Initial Contract - General Service Agreement Attached (form can be found): http://www.pc.gov.bc.ca/psb/GSA/General_Service_Agreement.doc

Project description: Screen-based entertainment case studies.

Mandatory to Select One Procurement Process (X): [Procurement and AIT Code descriptions](#)

- | | | |
|--|---|--|
| <input type="checkbox"/> 100 = Open Competitive Process | <input type="checkbox"/> 200 = Direct Awards – Public Sector Organization | <input type="checkbox"/> 201 = Direct Awards – Sole Source |
| <input type="checkbox"/> 202 = Direct Awards – Emergency | <input type="checkbox"/> 203 = Direct Awards – Security, Order, etc. | <input type="checkbox"/> 204 = Direct Awards - Confidentiality |
| <input type="checkbox"/> 205 = Direct Awards - Notice of Intent | <input checked="" type="checkbox"/> 207 = Direct Award – Under \$25,000 | |
| <input type="checkbox"/> 208 = Direct Award – Financial Assistance - TUA | <input type="checkbox"/> 209 = Direct Award – Cost Sharing Agreement - TUA | |
| <input type="checkbox"/> 300 = Direct Invitation to Selected Vendors | <input type="checkbox"/> 400 = Selected Vendor From Pre-Qualification List | |
| <input type="checkbox"/> 401 = Competition form Vendors on Pre-Qualification Lists | <input type="checkbox"/> 500 = Purchasing from a Corporate Supply Arrangement | |

Mandatory to Select One AIT Exclusion (X) (descriptions can be found at): [Procurement and AIT Cod descriptions](#)

- | | | |
|--|--|---|
| <input type="checkbox"/> 100 = Purchase subject to AIT | <input type="checkbox"/> 200 = Purchase below applicable AIT threshold | <input checked="" type="checkbox"/> 300 = Purchase exempt commodity/service |
|--|--|---|

C. Amendment - Modification Agreement Attached (form at): http://icw.cserv.gov.bc.ca/fas/fin_contracts/documents/modification_agreement.doc

Reason for amendment is (X): ☐ Change in deliverables ☐ Other (specify): _____

D. Commitment (Once the amount of the contract or amendment has been entered to the account(s) indicated below, it should not be changed.)

Contractor name: (verified on BC Online Corporate Registry) NGL Nordicity Group Ltd.	Company registration #: A0084493
---	----------------------------------

Doing business as:

Address: 4015 Shone Road, North Vancouver, BC	Postal code: V7G 2N3
--	-------------------------

Commitment # (to be quoted on all invoices):

Term of Agreement:	From: Oct. 24, 2011	To: Dec. 30, 2011
Contract Price: \$ 24,085	Responsibility Centre	Service Line
Max. Fee: \$ 24,085	51876	56301
Max. Expenses: \$ 0		
		STOB
		6001
		Project Number
		5100000

E. Authorization

F. Assistant Deputy Minister

<input type="checkbox"/> (X) Contract Policy Requirements – Documented	Pre Approval for Direct Award – Sole Source Service Contract (stob 60) \$25,000 or more:
Spending Authority:	Date:

Attach contract or amendment, return to Financial Services, 3rd Floor, 800 Johnson Street

CERTIFICATE OF INSURANCE

Freedom of Information and Protection of Privacy Act

The personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.
Please refer all other questions to the contact named in Part 1.

Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) Ministry of Community, Sport and Cultural Development		AGREEMENT IDENTIFICATION NO. CS11876005	
PROVINCE'S CONTACT PERSON NAME & TITLE Andrea Henning, exec. director, Arts & Culture Branch		PHONE NO.	
		FAX NO.	
MAILING ADDRESS PO Box 9819, Stn Prov Govt, Victoria, BC		POSTAL CODE V8W 1N3	
CONTRACTOR NAME NGL Nordicity Group Ltd.			
CONTRACTOR ADDRESS 3327 West 14th Ave., Vancouver, BC		POSTAL CODE V6R 2V9	

Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME		
	ADDRESS		POSTAL CODE
OPERATIONS INSURED	PROVIDE DETAILS		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

AGENT OR BROKER COMMENTS:

AGENT OR BROKERAGE FIRM	ADDRESS	PHONE NO.
NAME OF AUTHORIZED AGENT OR BROKER (PRINT)	SIGNATURE OF AGENT OR BROKER ON BEHALF OF THE ABOVE INSURER(S)	DATE SIGNED

June 19, 2012

To: Jim MacAulay
Director
Financial & Administrative Services
Ministry of Community, Sport and Cultural Development

Andrea Henning has approved the following payments:

Payee: NGL Nordicity Group Limited
Vendor No. # 2401300 Site/Location: 001
Address: 206 – 57 Spadina Ave., Toronto, ON M5V 2J2
Amount: \$63,320.00

Please process "D Return" and contact Shelagh Vaux (250 952-6510) once cheque is available.

Client 060 Responsibility 51876 Service Line 56301 Stob 6501 Project 5100000

Andrea Henning
Executive Director
Arts and Culture Branch

Pages 131 through 165 redacted for the following reasons:

S13

Request to Direct Award

To: David Galbraith, ADM, Culture, Sport and Gaming Division, MCSCD

From: Andrea Henning, Executive Director, Arts and Culture Branch, MCSCD

Date: May 16, 2012

Re: Requesting approval to direct award

David:

As per the Note to File attached, my Branch wishes to engage the services of a consultant by means of direct award. Permission to direct award is being sought to meet the requirements for confidentiality expressed by the non-government project partners, who have specifically identified this vendor as suitable to collect the sensitive business information which forms the basis of this project.

Thank you for your consideration of this request.

Andrea Henning

NOTICES OF INTENT TO DIRECT AWARD

Notices of Intent are a requirement of government *Procurement Policy*, 6.3.5.2 (c) 5:

http://www.fin.gov.bc.ca/ocg/fmb/manuals/CPM/06_Procurement.htm#632c

“A Notice of Intent must be posted on BC Bid when a contract for services or construction valued at more than \$50,000 is to be directly awarded. A Notice of Intent is not required if an emergency exists, or if the contract is of a confidential nature, or it can be strictly proven that there is only one vendor that can provide the services required.”

The Notice should be published for at least eight (8) days on the Purchasing Commission's *BC Bid*, electronic contract opportunities advertising website at: <http://www.bcbid.gov.bc.ca/open.dll/welcome>

The Notice of Intent process is intended to increase the transparency in government contracting practices. The Notice informs contractors of the intent to direct award and invites them to submit letters of objection, if they feel they can perform such a contract with the same (or better) level of service.

Allow at least eight (8) days from the date the Notice is advertised to the advertised deadline for letters of objection to be received by FAX. Proceed with the direct award to the intended contractor if no letters of objection are received by the deadline.

If a letter(s) of objection is received, the Contract Manager should review it to determine whether the company is qualified to provide the same level of work/service at a lower cost (similar to a pre-qualification evaluation). The Contract Manager may request further documentation or a presentation by the company. If there is sufficient evidence that the company is qualified, the proposed direct award should be cancelled in favour of competing the contract by select invitation to ALL interested contractors.

Following is a template for a Notice of Intent:

MINISTRY OF COMMUNITY, ABORIGINAL AND WOMEN'S
SERVICES

NOTICE OF INTENT TO DIRECT AWARD A CONTRACT

Notice is hereby given by the Ministry of Community, Sport and Cultural Development of its intent to direct award a General Services Agreement contract for the following service:

(PROVIDE A BRIEF DESCRIPTION OF SERVICE)

to be carried out by (STATE THE PROPOSED CONTRACTOR NAME(S)).
The anticipated term of the contract is from _____ 20__ to
_____ 20__, not to exceed \$ _____ in total potential value.

The Ministry of Community, Aboriginal and Women's Services has chosen not to tender the contemplated contract for the following reasons:

1. (PROVIDE REASON/JUSTIFICATION)
2. (PROVIDE REASON/JUSTIFICATION)
3. (PROVIDE REASON/JUSTIFICATION - add more as appropriate)

Contractors wishing to object to this decision should fax a letter of objection by (TIME AND DATE) to:

Ministry of Community, Aboriginal and Women's Services
(physical address)
(attention: _____)
(FAX number: _____)

outlining specific reasons for their objection. The contractor's qualifications and ability to provide the same level of service at a lower cost within the required time frame will be the key criteria with regard to the consideration of contractor objections.

Contract Manager Name and Title

File: _____

NOTICE OF INTENT TO DIRECT AWARD A CONTRACT

Notice is hereby given by the Ministry of Community, Sport and Cultural Development (MCSCD) of its intent to direct award a General Services Agreement contract for the following service:

The MCSCD and a consortium of industry associations have formed a collaboration to conduct a strategic review of the Screen-Based Industries (SBI) in BC

to be carried out by Nordicity Group Ltd. of Vancouver, BC. The anticipated term of the contract is from March 25 2012 to Sept. 30 2012, not to exceed \$102,000 in total potential value.

The MCSCD has chosen not to tender the contemplated contract for the following reasons:

1. This vendor has proprietary methods and access to privileged information essential to the task at hand which are not available to other vendors;
2. This vendor has demonstrated expertise in this subject area, having completed comparable projects for the Government of British Columbia and other jurisdictions.
3. The research methods for this project will include the collection of sensitive and proprietary business information from industry partners; the industry partners have identified this vendor as trusted to handle their confidential information.

Contractors wishing to object to this decision should fax a letter of objection by 16:30 p.m. March 20, 2012 to:

Ministry of Community, Sport and Cultural Development
800 Johnson St., Victoria, BC V8W 9W3
Attention: Liz Lilly
FAX: 250-387-4099

outlining specific reasons for their objection. The contractor's qualifications and ability to provide the same level of service, as described above, at a lower cost within the required time frame will be the key criteria with regard to the consideration of contractor objections.

Contract Manager: Liz Lilly, Director of Business Development, Arts and Culture Branch

Document

Attachments
and
ReferencingContact
Information

Actions

Invite Supplier

Process

History

Forward

Cancel

Delete Work

Clone

Print

Refresh

Issue Notice

Exit Document

Help Desk

• Need help?

Notice of Intent e-Advertisement

Ministry of Community, Sport and
Cultural Development

Notice of Intent

Consulting Assignments - Cultural
Services

- All Locations Specified
- Supplier Attachments do not exist
- This document may not be responded to Online

For more information contact:

Lilly, Liz

Ministry of Community, Sport and
Cultural Development
Arts and Culture
800 Johnson
po box 9819
Victoria, British Columbia
V8W 9W3

Phone: 1 (250) 356-7096

Fax: 1 (250) 387-4099

Email: liz.lilly@gov.bc.ca

Draft

Solicitation Number: 4565
Original Publish Date: 2012/03/16
Close Date & Time: 2012/03/23 16:30
Time Zone: Pacific Time

All dates are yyyy/mm/dd

Summary Details:

The Ministry of Community, Sport and Cultural Development (MCSCD), Arts and Culture Branch, and a consortium of industry associations have formed a partnership to conduct a strategic review of the Screen-Based Industries (SBI) in BC. The private-sector partners have appointed MCSCD to act on the group's behalf to manage a consulting contract to obtain required information and advice, and to facilitate the consultant's relationship with BC Statistics and other government data sources.

The government-industry partnership intends to enter into a contract with Nordicity Group Ltd. of Vancouver, BC to conduct research and analysis on the SBI opportunities in BC. The contract will be valued at \$102,000.00, with funding provided by MCSCD and the industry partners. MCSCD is entering into this contract without an open bidding process due to these factors:

- 1) The SBI private-sector partners who are contributing to the funding specifically identified this vendor as the preferred vendor for this project;
- 2) This vendor has proprietary methods and access to privileged information appropriate to the task at hand which are not available to other vendors; and
- 3) This vendor has demonstrated expertise in this subject area, having completed comparable projects for BC and other jurisdictions.

21570739

SBI-Nordicity

Note to File

March 8, 2012

Justification of Direct Award

The Ministry of Community, Sport and Cultural Development (MCSCD), Arts and Culture Branch, and a consortium of industry firms are involved in examining the economic development opportunities of the Screen-Based Industries (SBI) in BC. The private-sector partners have appointed MCSCD to act on the group's behalf to manage a consulting contract to obtain required information and advice, and to facilitate the consultant's relationship with BC Statistics and other government data sources.

The government-industry partnership intends to enter into a contract with Nordicity Group Ltd. of Vancouver, BC to conduct research and analysis on the SBI opportunities in BC. The contract will be valued at \$122,000.00, with funding provided by MCSCD (\$52,000) and the industry partners (Vancouver Economic Development Commission, \$50,000 and BC Film + Media, \$20,000). MCSCD is entering into this contract without an open bidding process due to these factors:

- 1) The SBI private-sector partners who are contributing to the funding specifically identified this vendor as the preferred vendor for this project;
- 2) This vendor has proprietary methods and access to privileged information appropriate to the task at hand which are not available to other vendors; and
- 3) This vendor has demonstrated expertise in this subject area, having completed comparable projects for BC and other jurisdictions.

Contact: Bruce Whyte, 250-356-6967

Pages 172 through 198 redacted for the following reasons:

S13

VEC

**SCREEN-BASED INDUSTRIES STRATEGIC REVIEW
COLLABORATION AGREEMENT**

This Agreement is dated for reference March 30, 2012

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of **Community, Sport and Cultural Development**, (the "Province", "MCSCD")

AND :

Vancouver Economic Commission ("VEC");

Motion Picture Production Industry Association ("MPPIA");

Canadian Media Production Association - BC Branch ("CMPA");

British Columbia Film + Media ("BCFM"); and

Wavefront Media ("Wavefront").

PREAMBLE

WHEREAS the Parties share an interest in developing a common understanding of the definition, scope, size and economic contribution of the Screen-Based sector in BC;

AND WHEREAS the Parties have resources and/or information; and/or access to information; and/or are associated with those who have information that is pertinent to developing that understanding;

AND WHEREAS the Parties recognize that some of the Parties have an enhanced interest in particular aspects of the Screen-Based sector;

AND WHEREAS the Parties have agreed to engage a Consultant to conduct a *Strategic Review of the Screen-based sectors in British Columbia* (the "Project");

AND WHEREAS the Parties have agreed that the Project will be executed in accordance to the attached proposal;

AND WHEREAS the Parties will establish a Steering Committee for the Project. The Consultant will not be a member of this committee, but may be asked to attend and provide advice as necessary.

NOW THEREFORE, in consideration of the mutual obligations and payments contained herein, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledge by each of the parties), the parties agree as follows:

Roles and Principles of Cooperation

1. The Province, VEC, MPPIA, CMPA, BCFM, and WAVEFRONT, (collectively the "Parties") agree that they will perform the roles and will be guided by the principles of cooperation as set out in Schedule A attached to this Agreement.

Communications

2. The Parties recognize that the Project is a collaborative effort and agree to work together on press releases and communications materials for joint public announcements. The parties will develop an agreed-upon communications strategy for the period of the agreement and the release of the report which must be signed off by the steering committee before the report is released to the public.
3. The parties agree to make public announcements jointly and in cooperation with each other; and not to communicate publicly on the report without prior consultation with the steering committee members. All public announcements, press releases and communications materials regarding the report will be subject to the prior approval of the Province and the VEC, for the term of this agreement.
4. Each party agrees to keep the others apprised of their individual communications plans and materials to the extent that such plans and materials are not joint announcements covered under section 2 for the term of this agreement.
5. The parties will approve communication by the consultant, and may delegate such responsibility to a sub-committee and/or the Provincial government project manager.

Contributions

6. The parties will provide the contributions as set out in Schedule A attached to this Agreement.

Confidentiality and Use of Information

7. All information, records and documentation disclosed, provided or delivered by a party (whether verbally, electronically or otherwise) to the other party pursuant to this Agreement shall be deemed "Confidential Information" of the disclosing party, except that information that is generally known to the public other than as result of a breach of this Agreement shall not be Confidential Information for the purpose of this Agreement. The receiving party agrees to protect all of the Confidential Information with the same degree of care that it protects its own Confidential Information, but at least a reasonable degree of care, and shall not disclose the same without the prior written consent of the disclosing party or as required by applicable laws, including the *Freedom of Information and Protection of Privacy Act* (British Columbia). Notwithstanding the foregoing, if a receiving party determines that it is obligated by law to disclose any Confidential Information, it must first inform the disclosing party in writing and give the disclosing party opportunity to respond.

8. Each party agrees to use any Confidential Information and other information and records provided by the other party in connection with this Agreement only as necessary to carry out the purposes of this Agreement.

Ownership

9. The parties agree to be bound by the ownership provisions set out in Schedule A attached to this Agreement.

Term of Agreement

10. Notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement will commence on March 30th, 2012, and will remain in effect until September 30th, 2012, unless earlier termination in accordance with section 9 or renewed by the parties in accordance with section 10 (the "Term").
11. This Agreement may be terminated at any time by any individual; or all of the Funding Partners upon 30 days written notice to the other parties.
12. This Agreement may be renewed by the mutual written consent of the parties.

Consensus

13. In the event that consensus cannot be reached on substantive issues; the Steering Committee may:
 - a. Ask the consultant to provide additional advice, information and/or develop other options; and/or
 - b. Seek the opinion of third party agreeable to all, or to a majority of, the parties, and/or
 - c. If there is only one dissenting party, that party may submit a dissenting report.

Dispute Resolution

14. In the event of a dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
 - (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 business days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society;
 - (c) if the dispute is not resolved through mediation within 30 business days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
15. Unless the parties otherwise agree in writing, an arbitration or mediation under

section 12 will be held in Vancouver, British Columbia.

16. The Province will be responsible for the costs of a Mediator up to a maximum of \$10,000. Costs in excess of \$10,000 will be the subject of negotiations between the parties.

Liability

17. **VEC, MPPIA, CMPA, BCFM, and WAVEFRONT**, will indemnify and save harmless the Province from and against any and all claims, demands, losses, damages, costs, fines, penalties and expenses made against or incurred, suffered or sustained by the Province (the "Province's Losses") at any time or times (whether before or after the expiration or sooner termination of this Agreement) arising out of or based upon the actions or omissions of **VEC, MPPIA, CMPA, BCFM, and WAVEFRONT**, or their agents, contractors or employees in connection with the subject matter of this Agreement, except to the extent that the Province's Losses arise out of or are based upon the negligence, bad faith or wilful misconduct of the Province or its employees, agents or contractors.

Notice

18. Any notice that is required or permitted to be given under this Agreement shall be in writing and shall be communicated and deemed to be validly given to and received by the other parties if sent by mail or facsimile transmission (with printed delivery confirmation report) to the addresses set out on Schedule B of this Agreement.
19. Any party may, from time to time, give notice to the other parties or party of any substitute address or facsimile number, which from the date such notice is given will supersede for the purposes of section 14 any previous address or facsimile number specified for the party giving the notice.

General

20. The Preamble to this Agreement is incorporated into and forms a part of this Agreement and shall be used in the interpretation of the Agreement.
21. This Agreement is governed by and is to be construed in accordance with the laws of Canada and the Province of British Columbia.
22. If any provision of this Agreement is found to be invalid, illegal or unenforceable it will be severable from this Agreement and the remaining provisions will not be affected thereby and will be valid, legal and enforceable.
23. This Agreement (including any modification of its) constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and this

Agreement supersedes and replaces any previous express or implied agreement or undertakings regarding the subject matter of this Agreement entered into, made or given prior to the effective date of the Agreement.

24. The parties agree and acknowledge that they are not partners or joint venturers, and that nothing in this Agreement shall be construed to mean that they have entered into a partnership or joint venture or to render one of them liable for the debts and obligations of the other. No provision of this Agreement shall be interpreted to authorize a party to incur or contract liabilities on behalf of the other party or to act as the representative of the other party.
25. Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.
26. In this Agreement unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time.
27. Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.
28. The Province's obligation to pay money, if any under this Agreement, to another party is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Any alteration or amendment to the terms and conditions of this Agreement must be in writing and duly executed by the parties.
30. The parties will not, without the prior written consent of the other parties assign, either directly or indirectly, this Agreement or any right under this Agreement.
31. The Schedules attached hereto are incorporated by reference and form part of this Agreement.
32. Sections 7, 13, 14, 16, 17, 27, 31 and section 1 of Schedule A of this Agreement shall survive the expiration or earlier termination of this Agreement.
33. This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other parties by a method provided for in section 14 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day _____, 2012 by a duly authorized representative of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Community, Sport and Cultural Development:</p> <p>_____ For the Minister of Community, Sport and Cultural Development]</p>	<p>Vancouver Economic Commission</p> <p>Per:  Authorized Signing Officer</p> <p>Date: _____</p>
<p>Motion Picture Production Industry Association</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>	<p>Canadian Media Production Association – BC Branch</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>
<p>British Columbia Film + Media</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>	<p>Wavefront Media</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day _____, 2012 by a duly authorized representative of Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Community, Sport and Cultural Development:</p> <p>_____ For the Minister of Community, Sport and Cultural Development]</p>	<p>Vancouver Economic Commission</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>
<p>Motion Picture Production Industry Association</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>	<p>Canadian Media Production Association – BC Branch</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>
<p>British Columbia Film + Media</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: <u>27</u> / <u>4</u> / <u>12</u></p>	<p>Wavefront Media</p> <p>Per: _____ Authorized Signing Officer</p> <p>Date: _____</p>

SCHEDULE A

CONTRIBUTIONS

1. Survival Provision

Sections 1, 4, 5, and 10 of this Schedule will survive the expiration or earlier termination of this Agreement.

2. Roles and Contributions

The Steering Committee:

- a) will meet as necessary to discuss the Project with the Consultant and provide direction as needed;
- b) will be co-chaired by representatives from MCSCD and VEC;
- c) will reach decisions by consensus;
- d) may establish sub-committees as necessary;
- e) may delegate responsibilities to the provincial government project manager as appropriate;
- f) will be responsible for their own costs of attending the Steering Committee meetings; and
- g) costs of hosting steering committee meetings will be paid for by the party hosting the meeting, or as otherwise agreed by the steering committee members.

3. Obligations of all Parties:

- a) The Parties will disclose or facilitate disclosure of information pertinent to the Project to the consultant to the best of their abilities;
- b) The Parties will openly exchange information except where it may affect commercial confidentiality;
- c) The Parties will engage in an open and frank discussion of ideas and views regarding the project and its execution;
- d) The Parties will honour their commitments to pay their share of the cost of the Project to the Consultant according to the distribution set out in

Section 4; and

- e) The Parties will respect the confidentiality of the discussions of the Steering Committee.

4. Contributions:

- a) The MCSCD, VEC and BCFM agree to provide funding to cover the total cost of the Project in the specified amounts below:

MSCD	\$ 52,000
VEC	\$ 50,000
BCFM	<u>\$ 20,000</u>
TOTAL	\$122,000

MPPIA, CMPA, and WAVEFRONT agree to provide in-kind time and support to the Consultant.

- b) It is acknowledged that MPPIA and CMPA have separately engaged the Consultant to conduct a study of the film and television sector that will be used as input to this project. By signing this Agreement, MPPIA and CMPA agree to permit the use of information from that study to inform the report from this project.
- c) Payments as described in section 4 (a) will be made in full to: The Minister of Community, Sport and Cultural Development by no later than May 25th, 2012.
- d) The Province will generate a Purchase Order Number and invoice the VEC and BCFM for the amount listed above;
- e) In the event that the Project is not completed or not all funds are dispersed to the Consultant; any remaining money will be distributed among MCSCD, VEC and BCFM in the ratio of their initial contributions.

5. Payment to the Consultant:

- a) The Steering Committee will review the invoices against the completion of the agreed upon deliverables/milestones, and will approve payment. No payments will be made to the Consultant without the prior approval of the Steering Committee
- b) The Steering Committee may choose to delegate responsibility for approval of invoices to an appropriate party or Sub-Committee of the Steering Committee.

6. The Contract:

- a) The Province of British Columbia will enter into a contract with the Nordicity Group Ltd ("the Consultant") on behalf of the Parties.
- b) The Province will provide a contract monitor who will be the primary point of contact between the Consultant, the Parties and the Steering Committee
- c) The Contract Monitor will be:
Liz Lilly
Business Development Director, Arts and Culture Branch
1st Floor, 800 Johnson Street, Victoria, BC V8W 1N3
Tel: (250) 356-7096 Fax: (250) 387-4099 Email: liz.lilly@gov.bc.ca

7. Final Report:

- a) The final report will be submitted to the Steering Committee for approval
- b) The final report will incorporate text and data that has been prepared under a separate contract between the Consultant, and MPPIA and CMPA
- c) Notwithstanding, all Parties shall have full access to the complete contents of the report.

8. Other:

- a) It is agreed that this document constitutes the entire agreement between MCSCD, VEC, MPPIA, CMPA, and WAVEFRONT, and may be modified or terminated only by further written agreement executed by all parties.
- b) Time is deemed to be material and of the essence of this Agreement.
- c) MCSCD, VEC, MPPIA, CMPA, BCFM, and WAVEFRONT have a vested and continuing interest in the project.

9. Principles of Cooperation

The Parties will be guided by the following:

- (a) The parties will inform and consult with each other with respect to any proposed plan or action which is reasonably anticipated to affect the other's activities, and will provide information that is reasonably required by the other party to effectively and efficiently plan, deliver and report on its respective commitments.

10. Ownership

- a) The consultant will provide a report in electronic form, the contents of which will be a Strategic Review of the Screen-Based Sector in British Columbia. The copyright in the report and the methodologies developed by the consultant will be owned by the Province and the Province grants each Party an irrevocable, perpetual, non-exclusive, worldwide license to use, reproduce, and sublicense the report and methodologies..
- b) The Parties agree that any Data owned by one of the Parties that is used in relation to the project continues to be owned by the individual parties.
- c) Proprietary material used in the preparation of the report remains the property of the consultant.

Schedule B – Contact Information for Representatives of the Parties

Ministry of Community, Sport and Cultural Development

Liz Lilly, Business Development Director,
Arts and Culture Branch
1st floor, 800 Johnson Street,
Victoria, British Columbia V8W 1N3
Tel: (250) 356-7096 Fax: (250) 387-4099 Email: Liz.lilly@gov.bc.ca

Vancouver Economic commission

Lee Malleau, Chief Executive Officer
134 Abbott Street, Suite #402
Vancouver, British Columbia V6B 2K4
Tel: (604) 632-9668 Fax: (604) 632-9788
Email: lmalleau@vancouvereconomic.com

Motion Picture Production Industry Association

Leslie Wootton
555 Brooksbank Avenue
North Vancouver, British Columbia V7G 3S5
Tel: (604) 983-5980 Fax: (604) 983-5981 Email: info@mppia.com

Canadian Media Production Association – BC Branch

Liz Shorten, Managing Vice-President
736 Granville Street, Suite 600
Vancouver, British Columbia V6Z 1G3
Tel: (604) 682-8619 Fax: (604) 684-9294 Email: Liz.shorten@cmpa.ca

British Columbia Film and Media

Richard Brownsey, President and CEO
2225 West Broadway
Vancouver, British Columbia V6K 2E4
Tel: (604) 736-7997 Fax: (604) 736-7290 Email: rbrownsey@bcfm.ca

Wavefront Media

James Maynard, Chief Executive Officer
1400 – 1055 W Hastings Street
Vancouver, British Columbia V6E 2E9
Tel: (778) 331-7500 Fax: () Email: james.maynard@wavefrontac.com

File: I:\ACB\FINANCE\Contracts\2012-13 contracts\Nordicity2\SBI Strategic review collaboration agreement - Final.docx

Page 211 redacted for the following reason:

S13

Part 2: Questions for Nordicity, between clients and consultant

We can fill these in with results from internal discussion

A. Contract and Project Management Issues

B. Project Execution and Deliverables Issues

C. Pre-Project DM Roundtable Issues

S13

Comparison of Deliverables

MCSCD Notice of Intent (NOI) and VEC Request for Proposals (RFP)

#	Deliverable	Deliverable	#
1	Industry Profile	Define sector, research/analysis current status	1,2,4
2	Workforce Profile	Define sector, research/analysis current status	1,2,4
3	Infrastructure Analysis	Benchmarks of infrastructure	3
4	Cross-sector dependencies	Define sector, research/analysis current status	1,2,4
Legend			
	Complete overlap/coincidence of interests		
	Of value to both parties		
	Required only by VEC		

Observations:

- The bulk of the research and analysis both parties are seeking is almost exactly the same.
- VEC proposed a stronger sector-engagement approach, requiring the use of roundtable consultations. MCSCD conducted roundtables outside of the proposed contracts. Both parties benefit from a process which includes effective consultation/engagement mechanisms.
- MCSCD requires an economic impact analysis. VEC did not specifically seek this, but can see its value.
- VEC requires documentation of best practices. MCSCD did not seek this, but can see its value.
-

S13

Contact: Bruce Whyte, Arts & Culture Branch, MCSCD

Strategic Review of Screen-Based Industries Project

Process Steps to Date:

1. Posted **Notice of Intent** to direct-award contract for \$102K to conduct strategic review of SBI to Nordicity Group March 9 – 19. No objections received.
2. Secured partnership of **Canadian Motion Picture Association (CMPA)**, **Motion Picture Industry Association (MPIA)** and **BC Film + Media (BCF+M)** as funders for project. CMPA and MPIA have each contributed \$20K, and BCF+M will contribute \$10K.
3. Met with Lee Malleau of **Vancouver Economic Commission (VEC)**. VEC had an RFP posted for a very similar project.
 - Analysis showed near-complete overlap of deliverables and interests in the MCSCD and VEC projects.
 - Negotiated agreement to work together and share costs for a joint project. VEC and MCSCD will split costs for project 50/50 (less portion from other partners, above). MOU to formalize partnership is pending.
 -

S17
4. With VEC and Nordicity, planned project launch session for the **DM's quarterly breakfast** meeting with sector representatives in Vancouver.
 - Session will include introduction and intent by DM Fast, project description by Nordicity, comments by partners to explain the value of the project, an interactive exercise to engage attendees, and a concluding comment by VEC on how it will extend the value of the project with further work to consider strategic actions for development of the sector (in Vancouver).
5.

S13, S16
6.

S17
7. **Project cost** now estimated at under \$50,000
8.

S13, S17



May 30, 2012

Ref: 150335

Lee Malleau, CEO
Vancouver Economic Development Commission
402-134 Abbott St
Vancouver, BC V6B 2K4

Email: lmalleau@vancouvereconomic.com

Dear Ms. Malleau:

Further to our recently-signed Collaboration Agreement (attached) for the preparation of a strategic review of the Screen-Based Industries, this letter is a request for payment of your agency's financial contribution to the project. As the Agreement notes, the Vancouver Economic Development Commission has agreed to contribute \$50,000 toward the total cost of the project.

Under this Agreement, we undertake to manage the contract with consultant NGL Nordicity Group Ltd. in conjunction with a Steering Committee, on which you sit. That committee will review all progress reports and authorize any payments to the consultant.

Kindly make your cheque payable to 'Minister of Finance,' and return it to PO Box 9819 Stn Prov Govt, Victoria, BC V8W 9W3 (mail) or 1st Floor, 800 Johnson Street, Victoria, BC V8W 1N3 (courier).

We look forward to working with you on this exciting project. Thank you for your attention to this request.

Sincerely,

Liz Lilly
Director



May 30, 2012

Ref: 150336

Richard Brownsey, President and CEO
BC Film and Media
2225 West Broadway
Vancouver, BC V6Z 1G3

Email: rbrownsey@bcfm.ca

Dear Mr. Brownsey:

Further to our recently-signed Collaboration Agreement (attached) for the preparation of a strategic review of the Screen-Based Industries, this letter is a request for payment of your agency's financial contribution to the project. As the Agreement notes, BC Film and Media has agreed to contribute \$20,000 toward the total cost of the project.

Under this Agreement, we undertake to manage the contract with consultant NGL Nordicity Group Ltd. in conjunction with a Steering Committee, on which you sit. That committee will review all progress reports and authorize any payments to the consultant.

Kindly make your cheque payable to 'Minister of Finance,' and return it to the undersigned at PO Box 9819 Stn Prov Govt, Victoria, BC V8W 9W3 (mail) or 1st Floor, 800 Johnson Street, Victoria, BC V8W 1N3 (courier).

We look forward to working with you on this exciting project. Thank you for your attention to this request.

Sincerely,

Liz Lilly
Director

BC Screen-Based Industries Strategic Review: Project Update

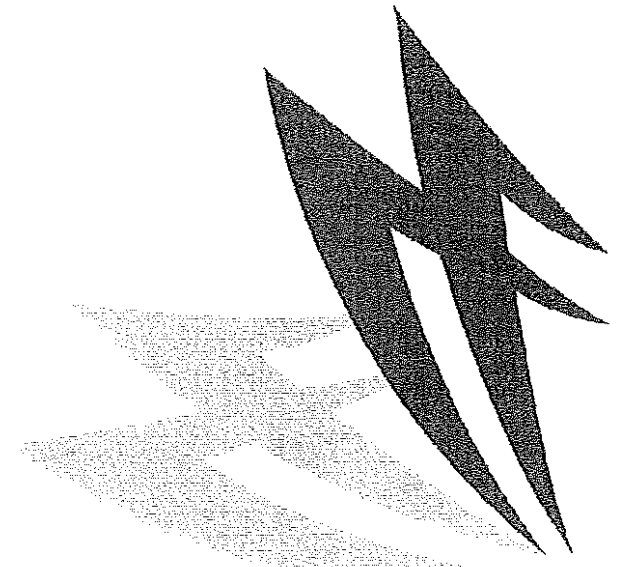
June 4th, 2012

Delivered to:

Working Committee

Prepared by:

Nordicity



Project Status Date: June 4th, 2012

Key Accomplishments

- Reviewed at Project Teleconference #2
 - Interview guide
 - Classifications document
 - Survey
- Project logo and messaging approved

Working Committee Homework

- Test survey and provide feedback
- Complete interview
- Last call on:
 - Communication outreach channels
 - List of project ambassadors
 - Membership lists for companies
 - Upcoming events

Next Period Objectives & Activities

- Finalize and issue:
 - Interview guide
 - Interim report outline
- Finalize Economic Impact data for modeling
- Launch Survey

Upcoming Meetings and Events

- June 14th – Workshop/Teleconference #3
- June 19th – Vancouver Democamp 14
- June 20th – DigiBC – HR101 Tech Talk
- June 28th - Workshop/Teleconference #4

Upcoming Roundtables

- June 14th Vancouver Island South
- June 15th Vancouver #1
- June 18th Comox Valley
- June 25th Vancouver #2
- June 26th Vancouver #3 + Nelson
- June 27th Kelowna

Key Milestones

Milestone	Target	Status
Survey Launch:	June 5	●
Close Survey	June 29	●



On Track

At Risk

Significant Issue

Pages 219 through 224 redacted for the following reasons:

S13

MediaScreen 2012: Project Update

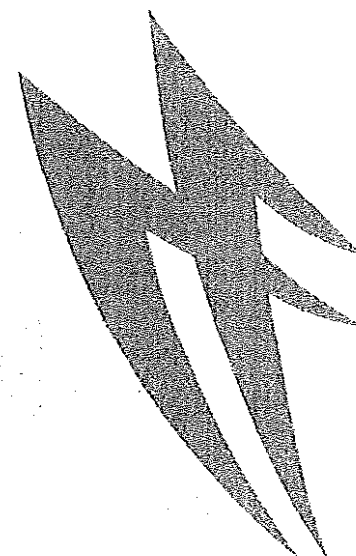
June 25th, 2012

Delivered to:

Working Committee

Prepared by:

Nordicity



Project Status Date: June 25th, 2012

Key Accomplishments

- Roundtables completed
 - June 25th Vancouver #2
- Events attended
 - June 19th – DigiBC AGM
 - June 19th – Vancouver Democamp 14
 - June 21st – Whistler Film Festival Fundraiser
 - June 25th – MPPIA Fundraiser
- 2 Interviews completed

Working Committee Homework

- Promote survey through membership and communication channels
- Complete interview questions in interview guide

Next Period Objectives & Activities

- Conduct interviews and roundtables
- Promote survey
- Complete and circulate Interim Report to Steering Committee
- Finalize Economic Impact data and submit to BC Stats for modeling

Upcoming Meetings and Events

- June 25th VEF Gala
- June 28th Workshop/Teleconference #4
- July 12th DigiBC Summer BBQ

Key Milestones

<u>Milestone</u>	<u>Target</u>	<u>Status</u>
Interim Report	June 28	○
Close Survey	June 29	○

Upcoming Roundtables

- June 26th Nelson
- July 3rd – 4th Kamloops/Kelowna (TBD)

Legend



MediaScreen 2012: Project Update

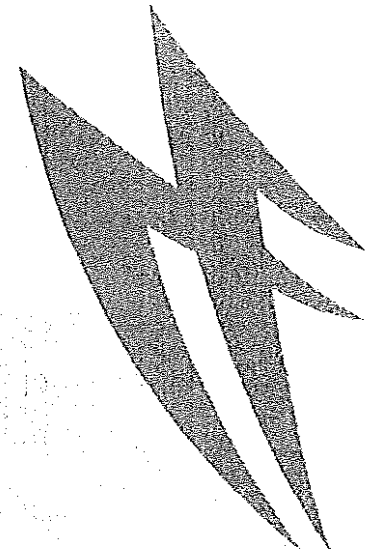
July 9th, 2012

Delivered to:

Working Committee

Prepared by:

Nordicity



Project Status Date: July 9th, 2012

Key Accomplishments

- All roundtables completed
 - July 3rd/4th Kelowna
 - July 4th Kamloops

Working Committee Homework

- Final push for survey completion through membership and communication channels
- Complete interview questions in interview guide

Next Period Objectives & Activities

- Promote survey
- Close survey

Upcoming Meetings and Events

- July 12th DigiBC Summer BBQ
- July 12th Teleconference #5

Key Milestones

<u>Milestone</u>	<u>Target</u>	<u>Status</u>
Close survey	July 13	○
Draft final report	July 27	○

Legend



On Track



At Risk



Significant Issue

MediaScreen 2012: Project Update

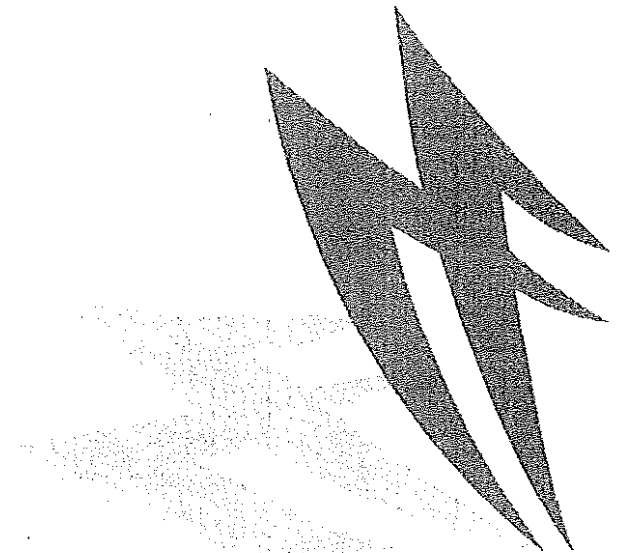
July 23rd 2012

Delivered to:

Working Committee

Prepared by:

Nordicity



Project Status Date: July 23rd, 2012

Key Accomplishments

Next Period Objectives & Activities

- Draft final report

Upcoming Meetings and Events


- July 26th Teleconference #6/Final

Key Milestones

<u>Milestone</u>	<u>Target</u>	<u>Status</u>
Draft final report	July 27	▽

Legend

 On Track  At Risk  Significant Issue

 **Nordicity** NGL Nordicity Group Limited

206 - 57 Spadina Avenue
Toronto Ontario M5V 2J2

Invoice

Date	Invoice #
6/01/2012	810

Invoice To
Ministry of Community, Sport & Cult. Dvlp Attention: Liz Lilly 1st Floor, 800 Johnson Street Victoria BC V8W 9W3

Phone #	416 657 2521
---------	--------------

Terms
Net 30

Description	Amount
Project initiation and Phase 1 re: Ministry Contract No: C13876001 - MediaScreen 2012: A strategic review of the BC screen-based industries	61,000.00
BC HST on Sales	7,320.00
<i>Please remit payment to the above address</i>	HST CAD 7,320.00
	Total CAD 68,320.00

GST/HST No.

121172407

Web Site

www.nordicity.com



The Best Place on Earth

Ministry of
Community, Sport
and Cultural
Development

Arts, Culture and Sport
Division
Arts and Culture
Branch

MEMO

D RETURN

June 19, 2012

To: Jim MacAulay
Director
Financial & Administrative Services
Ministry of Community, Sport and Cultural Development


Andrea Henning has approved the following payments:

Payee: NGL Nordicity Group Limited
Vendor No. # 2401300 Site/Location: 001
Address: 206 – 57 Spadina Ave., Toronto, ON M5V 2J2
Amount: \$63,320.00

Please process "D Return" and contact Shelagh Vaux (250 952-6510) once cheque is available.

Client 060 Responsibility 51876 Service Line 56301 Stob 6501 Project 5100000

Andrea Henning
Executive Director
Arts and Culture Branch

 **Nordicity** NGL Nordicity Group Limited

206 - 57 Spadina Avenue
Toronto Ontario M5V 2J2

Invoice

Date	Invoice #
7/11/2012	818

Invoice To
Ministry of Community, Sport & Cult. Dvlp Attention: Liz Lilly 1st Floor, 800 Johnson Street Victoria BC V8W 9W3

Phone #	416 657 2521
---------	--------------

Terms
Net 30

Description	Amount
Phase 2 re: Ministry Contract No: C13876001 - MediaScreen 2012: A strategic review of the BC screen-based industries BC HST on Sales	30,500.00 3,660.00
<i>Please remit payment to the above address</i>	HST CAD 3,660.00
	Total CAD 34,160.00

GST/HST No.

121172407

Web Site
www.nordicity.com

Comments on Nordicity MediaScreen report

Sect. 7. Summary

-
-

S13

Pages 235 through 273 redacted for the following reasons:

S13

S13, S17

S13, S17



MediaScreen 2012 – Survey e-blast/cover letter (June 5th)

Hi there,

MediaScreen 2012: A Strategic Review of BC's Screen-Based Industries marks the first time ever that BC's film, television and digital media partners have united to capture and quantify the important contribution the screen-based industries are making to the province.

Why should you participate?

The results of this **survey [hyperlink]** will help us capture, showcase and illustrate the economic and creative impact this industry represents to BC. Your input is vital to helping us develop a strategy and recommendations for BC film, TV and interactive digital media – we want it to reflect your needs and interests.

We urge you to take the time to please complete the **survey [hyperlink]** in its entirety. This is your chance to stand up and be counted.

The information you provide will remain confidential.

How to fill out the survey

The survey will require key financial and project data from your fiscal year 2011.

Confidentiality

Nordicity has been engaged to prepare and administer this online survey in confidence. Please note that your responses will never be attributed to you or your company. Data will only be presented in aggregate.

If you have any questions about **MediaScreen 2012** or the survey, please contact: Lynda Brown at lbrown@nordicity.com

Thank you for agreeing to participate in this important economic profile of the screen-based industry in BC.

Task
1. Industry Definition and Measurement
a. Define the SBE industry by outputs of the industry and identify what activities go to produce those outputs and in which industries those activities take place;
b. Develop and refine focus of preliminary objectives of the sector based research, this will be used to formulate an interview guide to structure conversations with industry stakeholders.
c. Consult with industry stakeholders to determine how the scope and scale of the sector has changed since 2005. What are current issues, and what is on the horizon?
d. Develop 1) a GDP measure for the industry based on existing NAICS codes for Film and television 2) extract factors attributed to other NAICS codes which include SBE production activity.
2. Environment Scan
e. Utilising the definition above, conduct a comparative analysis & literature review of SBE industry globally & in Canada. Review projected growth & future development.
f. Study of the history of SBE production in BC over the past 20 years.
g. Conduct a PEST-STEP analysis
h. Conduct a study of employment and indirect impacts of SBE production activity
3. Situation analysis
i. Conduct a PEST-STEP analysis
j. Conduct SWOT analysis
4. Goals
k. Develop proposed targets/goals
l. Consult with government and industry stakeholders
5. Strategies and tactics
m. Gap Analysis: Identify potential actions and gaps in existing programs
n. Evaluate the impact and effectiveness of the current regime of tax credits on the SBE industry in BC
o. Develop proposed strategies and tactics
p. Consult with government and industry stakeholders
6. Measure results
q. Develop benchmarks and performance measures
7. Final report
r. Develop recommendations for the development of areas of opportunity and future expansion of the industry
s. Prepare final report
t. Consult on final report
u. Present to senior management for decision

Not Responsive

From: Lynda Brown S22 **On Behalf Of** lynda brown-ganzert
Sent: Friday, December 21, 2012 5:32 PM
To: lynda brown-ganzert
Cc: Henning, Andrea CSCD:EX; Croome, Susan E BCFC:EX; bryan buggiey; Lee Malleau; Liz Shorten; Peter Leitch;

Richard Brownsey; Cheryl Nex; Carroll, Lora BCFC:EX; Lamare, Karen BCFC:EX; Nancy Mott; Peter Lyman
Subject: Re: Next draft and happy holidays

And here is a PDF version in case you have any troubles with the file. Cheers, Lynda

Lynda Brown-Ganzert | Vice-President | Nordicity West
604-340-7997 | lbrown@nordicity.com | www.nordicity.com

On 2012-12-21, at 5:29 PM, lynda brown-ganzert wrote:

Hi everyone!

Just in time for some Christmas reading;) please find the next draft of MediaScreen attached. Peter and I have done a number of edits and the team has been updating and adding in information, all within context of your feedback. Please note that this version does not contain the CIIP data as that is still incoming for a January delivery.

I want to thank you for all of your hard work on this project and for the screen-based industries overall. MediaScreen has been a challenging project but appropriately so as the industry undergoes transition, growth and renewal. Your vision, leadership and passion is greatly appreciated.

S17

All the very best to you and yours this holiday season - hanging on my Christmas tree is heartfelt gratitude to have you all as colleagues, co-conspirators and friends.

From all of us at Nordicity, Merry Christmas!

Lynda Brown-Ganzert | Vice-President | Nordicity West
604-340-7997 | lbrown@nordicity.com | www.nordicity.com

<BC SR FinalMediaScreen Dec 21-12.docx>

Pages 278 through 374 redacted for the following reasons:

S13, S17

S22