

## Contract Checklist

### PROGRAM INFORMATION

**Contractor** Backbone Technology Inc.

**Date Received** 2011-Feb-16 **Contract #** 2009-316

**doing business as:**

**Personnel:**

**Program** Ministry of Healthy Living and Sport

**Division** Act Now HL&S

**Contract Administrator** Carter, Rumon

**Program Contact** Mark Wilson

**Contract Type** Contract

**Selection Method** Direct Award

### CONTRACT DETAILS

<b>Start Date</b>	2008-Apr-01	<b># of Amendments</b>	5	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	2012-Mar-31	<b>Original End Date</b>	2011-Mar-09	388 days
<b>Rate</b>	\$0.00 Daily			12.93333 months
<b>Fees</b>	\$567,100.00	<b>Original Fees</b>	\$540,700.00	\$26,400.00
<b>Expenses</b>	\$12,000.00	<b>Original Expenses</b>	\$12,000.00	\$0.00

**COMMENTS / CONCERNS (Lobbyist Registration Act Notice sent yes)**

### REVIEWED

Neil Rich



Brenda Rafter



Please sign yellow Executive Routing form to indicate final approval and return to Contract Management



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented by  
the Minister of Healthy Living and Sport

(the "Province", "we", "us", or "our" as applicable) at the  
following address:

ActNow BC  
PO Box 9899 Str Prov Govt  
1<sup>st</sup> Floor - 800 Johnson Street  
Victoria BC V8W 9T9

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at the  
following address:

#55 East 7<sup>th</sup> Avenue  
Vancouver BC V5T 1M4

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, and subsequently amended on March 10, 2009, July 20, 2009, June 3, 2010, and October 22, 2010, copies of which are attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A, Section 1.0, shall be amended so as to read as follows:

The term of the agreement will be from April 1, 2008 to March 31, 2012.

- (2) That Schedule B, Section 1, shall be amended so as to read as follows:

[added underneath "Fiscal Year 3" items (g) and (h)]

**Fiscal Year 4**

- (i) Upon receipt and approval by the Province of the *license renewal* as set out in paragraph 3B of Schedule "A", a payment amount of \$12,000.00;
- (j) upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$14,400.00.

- (3) That Schedule B, Section 2, shall be amended so as to read as follows:

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, \$567,100.00.

- (4) That Schedule B, Section 4, shall be amended so as to read as follows:

Notwithstanding paragraphs 2 and 3 of this Schedule in no event will the fees and expenses payable to the Contractor in accordance with paragraphs 2 and 3 of this Schedule exceed, in the aggregate, \$579,100.00.

- (5) In all other respects, the Agreement is confirmed.



Ministry of Health Services  
Amendment Agreement # 5  
Contract #: 2009-316

THE PARTIES have duly executed this agreement the 24 day of FEBRUARY, 20 11

SIGNED AND DELIVERED on behalf of the Province  
by an authorized representative of the Province

(Authorized Representative)

SIGNED AND DELIVERED by or on behalf of the  
Contractor (or by an authorized signatory of the  
Contractor if a corporation)

(Contractor or Authorized Signatory)

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented by  
the Minister of Healthy Living and Sport

(the "Province", "we", "us", or "our" as applicable) at the  
following address:

ActNow BC  
PO Box 9898 Stn Prov Govt  
1<sup>st</sup> Floor -- 800 Johnson Street  
Victoria BC V8W 9T9

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at the  
following address:

#55 East 7<sup>th</sup> Avenue  
Vancouver BC V5T 1M4

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, and subsequently amended on March 10, 2009, July 20, 2009, June 3, 2010, and October 22, 2010, copies of which are attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A, Section 1.0, shall be amended so as to read as follows:

The term of the agreement will be from April 1, 2008 to March 31, 2012.

- (2) That Schedule B, Section 1, shall be amended so as to read as follows:

[added underneath "Fiscal Year 3" items (g) and (h)]

**Fiscal Year 4**

- (i) Upon receipt and approval by the Province of *the license renewal* as set out in paragraph 3B of Schedule "A", a payment amount of \$12,000.00;
- (j) upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$14,400.00.

- (3) That Schedule B, Section 2, shall be amended so as to read as follows:

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, \$567,100.00.

- (4) That Schedule B, Section 4, shall be amended so as to read as follows:

Notwithstanding paragraphs 2 and 3 of this Schedule in no event will the fees and expenses payable to the Contractor in accordance with paragraphs 2 and 3 of this Schedule exceed, in the aggregate, \$579,100.00.

- (5) In all other respects, the Agreement is confirmed.



THE PARTIES have duly executed this agreement the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**SIGNED AND DELIVERED** on behalf of the Province  
by an authorized representative of the Province

\_\_\_\_\_  
(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of the  
Contractor (or by an authorized signatory of the  
Contractor if a corporation)

\_\_\_\_\_  
(Contractor or Authorized Signatory)

## Contract Checklist

### PROGRAM INFORMATION

**Contractor** Backbone Technology Inc.

**Date Received** 2010-Oct-15 **Contract #** 2009-316

**doing business as:**

**Personnel:**

**Program** Ministry of Healthy Living and Sport

**Division** Act Now HL&S

**Contract Administrator** Carter, Rumon

**Program Contact** Mark Wilson

**Contract Type** Contract

**Selection Method** Direct Award

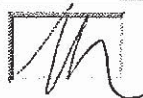
### CONTRACT DETAILS

<b>Start Date</b>	<b>2008-Apr-01</b>	<b># of Amendments</b>	<b>2</b>	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	<b>2011-Mar-09</b>	<b>Original End Date</b>	<b>2011-Mar-09</b>	<b>0 days</b>
<b>Rate</b>	<b>\$0.00 Daily</b>			<b>0 months</b>
<b>Fees</b>	<b>\$541,540.00</b>	<b>Original Fees</b>	<b>\$462,540.00</b>	<b>\$79,000.00</b>
<b>Expenses</b>	<b>\$12,000.00</b>	<b>Original Expenses</b>	<b>\$12,000.00</b>	<b>\$0.00</b>

**COMMENTS / CONCERNS (Lobbyist Registration Act Notice sent yes)**

### REVIEWED

**Neil Rich**



**Brenda Rafter**



Please sign yellow Executive Routing form to indicate final approval and return to Contract Management



Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: 2009-316

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Healthy Living and Sport

PO Box 9898 Stn Prov Govt  
1<sup>st</sup> Floor, 800 Johnson Street  
Victoria, BC V8W 9T

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

200 – 440 Hastings St. W  
Vancouver, BC V6B 1L1

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, and subsequently amended on March 10, 2009, July 20, 2009, and June 3, 2010, copies of which are attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A, Section 3.0 Services, shall be amended so as to read as follows:

The services within this contract will provide maintenance and licensing to the product Expression services ("XPR") from Backbone Technology Inc. ("Backbone"). The contractor will assist the ministry with refreshing/editing and enhancing existing content. The contractor will assist ministry resources with the migration of the website, 'www.actnowbc.ca' from its existing location to government web server(s) within the government firewall when required. Provide support and participate in the planning meetings/technical decisions. Modify existing menus/content areas to include new tools/content for future services (TBD at this time). The contractor will provide full training to ministry resources on the use of the Expression Server tool.

The contractor will develop and maintain the GamesTown 2010 website. The contractor will provide edits to Gametown 2010, reports generator and other services as mutually agreed to by the Province and the contractor. The contractor will work to provide additional enhancements to the Gametown website architecture for social marketing engagement campaigns as needed.

- (2) That Schedule B, Sections 1(h), 2, and 4 shall be amended so as to read as follows:

**Section 1. – (h)** – upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule 'A', at the hourly rate of \$105 per hour, a payment to the maximum amount of \$82,160.00.

**Section 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, \$540,700.00.

**Section 4. –** Notwithstanding paragraphs 2 and 3 of this Schedule in no event will the fees and expenses payable to the contractor in accordance with paragraphs 2 and 3 of this Schedule exceed, in the aggregate, \$552,700.00.



Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: 2009-316

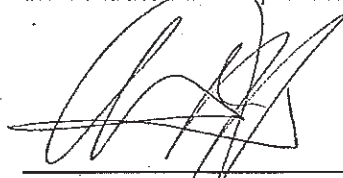
(3) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the 22 day of October, 2010

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province

  
\_\_\_\_\_  
(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

  
\_\_\_\_\_  
(Contractor or Authorized Signatory)

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Healthy Living and Sport

PO Box 9898 Stn Prov Govt  
1<sup>st</sup> Floor, 800 Johnson Street  
Victoria, BC V8W 9T

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

200 – 440 Hastings St. W  
Vancouver, BC V6B 1L1

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, and subsequently amended on March 10, 2009 and July 20, 2009, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

(1) That Schedule B shall be amended so as to read as follows:

- **Section 1. – (g)** – upon receipt and approval by the Province of the license renewals as set out in paragraph 3B of Schedule "A", a payment amount of \$12,000.00.
- **Section 1. – (h)** – upon receipt and approval by the Province of ongoing services as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$38,000.00.
- **Section 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, \$508,540.00.

(2) In all other respects, the Agreement is confirmed.


THE PARTIES have duly executed this agreement the 3<sup>rd</sup> day of JUNE, 2010

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province



(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)



MARCUS CHARALAMBOUS

(Contractor or Authorized Signatory)





Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: (2009-316) C09ACTNOW01

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
 PROVINCE OF BRITISH COLUMBIA, represented  
 by the Minister of Healthy Living and Sport

(the "Province", "we", "us", or "our" as applicable)  
 at the following address:  
 PO Box 9802 Stn Prov Govt  
 Victoria, BC V8W 9W1

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
 the following address:  
 200-440 Hastings St W  
 Vancouver, BC V6B 1L1

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, and subsequently amended on March 10, 2009, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A shall be amended so as to read as follows:

3.0 – The services within this contract will provide maintenance and licensing to the product Expression services ("XPR") from Backbone Technology Inc ("Backbone"). The contractor will assist the ministry with refreshing/editing existing content. The contractor will assist ministry resources with the migration of the website, 'www.actnowbc.ca' from its existing location to government web server(s) within the government firewall. Provide support and participate in the planning meetings/technical decisions. Modify existing menus/content areas to include new tools/content for future services (TBD at this time). The contractor will provide full training to ministry resources on the use of the Expression Server tool.

The contractor will develop, and maintain the GamesTown 2010 website. The contractor will provide edits to GamesTown 2010, reports generator and other services as mutually agreed to by the Province and the contractor.

3.0 (A) The Ministry will be purchasing one licence to support ActNowBC.ca website and one licence to support the GamesTown 2010 website. The licences include the following:

- Expression Server (XPR) installed and running on a ministry server.
- Client maintains full compiled XPR server code for full web server management.
- Default includes one client (admin node) which can manage as many sites as required.
- Client can manage all levels of web management, content, design, interactivity, etc.
- Custom additions (code and database level) built by Backbone in Expression pluggable framework. All additions may be reused as required by client, from simple to complex applications.
- As ASP – includes redundant automated database and file systems backups to remote server daily, archived, and rolled over.





Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: (2009-316) C09ACTNOW01

- As ASP – Full server updates, patches, maintenance required for optimal security and uptime
- Includes, one admin client.
- The licence will allow for a development, test and production environments.

**(B) Licensing Costs for Dedicated XPR Service Licences**

There will be yearly licensing costs for the products.

That Schedule B shall be amended so as to read as follows:

(2) That the following sections of Schedule B shall be amended so as to read as follows:

- **Section 1. - (e)** - upon receipt and approval by the Province of *the license renewals* as set out in paragraph 3B of Schedule "A", a payment amount of \$12,000.00;
- **Section 1. - (f)** - upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$149,000.00

(3) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the 30 day of July, 2009

SIGNED AND DELIVERED on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

SIGNED AND DELIVERED by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

(Contractor or Authorized Signatory)



Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: C09ACTNOW01 (2009-316)

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Healthy Living and Sport

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

PO Box 9898 Stn Prov Govt  
1<sup>st</sup> Floor, 800 Johnson Street  
Victoria, BC V8W 9T9

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

200 - 440 Hastings St W  
Vancouver, BC V6B 1L1

**BACKGROUND**

- A. The parties entered into an agreement dated April 1, 2008, a copy of which is attached as Exhibit 1 (the "Agreement").  
B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the following sections of Schedule B shall be amended so as to read as follows:

- **Section 1. (b)** - upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$255,000.00;
- **Section 1. (f)** - upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$155,000.00;
- **Section 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, \$462,540.00.
- **Section 3.** - The following expenses, less the Goods and Services Tax (GST) component, to a maximum of \$12,000.00, will be paid to the Contractor, at the approved Group 2 rate (Appendix "1"), provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the services under this Agreement:
  - (a) travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Victoria, British Columbia; and
  - (b) telecommunication charges, postage and other identifiable business communication expenses, at cost.
- **Section 4.** - Notwithstanding paragraphs 2 and 3 of this Schedule in no event will the fees and expenses payable to the Contractor in accordance with paragraphs 2 and 3 of this Schedule exceed, in the aggregate, \$474,540.00

- (2) In all other respects, the Agreement is confirmed.



Ministry of Healthy Living and Sport  
**Amendment Agreement**

Contract #: C09ACTNOW01 (2009-316)

THE PARTIES have duly executed this agreement the 10 day of March, 2009

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

(Contractor or Authorized Signatory)



The Best Place on Earth

# General Service Agreement

Ministry Contract No.

C09ACTNOW01

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by The Minister of Tourism, Sport and the Arts	AND Backbone Technology Inc
(the "Province", "we", "us", or "our" as applicable) at the following address: PO Box 9802 Stn Prov Govt Victoria, BC	(the "Contractor", "you", or "your" as applicable) at the following address: 200-440 Hastings St W Vancouver, BC
Postal Code: V8W 9W1 Fax Number: 250-387-1590	Postal Code: V6B 1L1 Fax Number:

THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

## SCHEDULE A - Services

Services:  
See attached Schedule "A"

Term Start Date: April 1, 2008

End Date: March 9, 2011

## SCHEDULE B - Fees and Expenses

Fees: See attached Schedule "B" (\$72,540.00)

Expenses: See attached Schedule "B" (\$2,000.00)

Maximum Amount: \$74,540.00

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)  
SCHEDULE D - Insurance

SCHEDULE E - Privacy Protection  
SCHEDULE F - Additional Terms

SCHEDULE G - Security

## SIGNED AND DELIVERED

on the 1 day of April, 2008 on behalf of the Province by its duly  
authorized representative

Signature: Nancy Bain

Print name: Nancy Bain

## SIGNED AND DELIVERED

on the 3 day of April, 2008 by or on behalf of the Contractor (or by its  
authorized signatory or signatories if the Contractor is a corporation)

Signature(s): [Signature]

Print name(s): MARC CHARALAMBOUS

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE**

## FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C09ACTNOW01 REQUISITION NO.: \_\_\_\_\_ COMMODITY CODE: \_\_\_\_\_  
CLIENT: 125 RESP 51133 SERVICE 55950 STOB: 6309/6310 PROJECT: ~~311111~~  
CENTRE: \_\_\_\_\_ LINE: \_\_\_\_\_  
CONTRACTOR INFORMATION WCB NO.: \_\_\_\_\_ SUPPLIER NO.: \_\_\_\_\_ TEL. NO.: \_\_\_\_\_  
E-MAIL ADDRESS: marcus@backbonetechnology.com



## TERMS OF GENERAL SERVICE AGREEMENT

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (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.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

## PAYMENT

25. If you comply with this Agreement, we must pay you
- the fees described in Schedule B, and
  - the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we 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 your behalf.

## TERMINATION

32. We may terminate this Agreement
- for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

## GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- sent by fax to the addressee's fax number specified in this Agreement,
  - delivered by hand to the addressee's address specified in this Agreement, or
  - mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- "includes" and "including" are not intended to be limiting,
  - unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
  - "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.



## **SERVICE CONTRACT**

### **SCHEDULE "A" - Services**

#### **1.0 Term**

The term of the agreement will be from April 1, 2008 to March 09, 2011.

#### **2.0 Background**

ActNow BC was announced in September 2004 and began as a commitment to action to help prevent chronic diseases such as heart disease, cancer, respiratory disease, and diabetes by fostering healthier lifestyles. ActNow BC is a health and wellness promotion initiative with the goal to help British Columbians live healthier lives.

ActNow BC is a multi year, cross-government and agencies, partnership-based government platform to support healthy lifestyle choices, supported by Ministry's strong link to physical activity and marketing. The BC government established goals and targets for underlying risk factors: Healthy Eating, Physical Activity, Overweight and Obesity, Tobacco-Use, and Healthy Choices in Pregnancy.

ActNow BC was originally coordinated by the Ministry of Health, and included participation by other ministries and agencies. In August 2006, Premier Gordon Campbell appointed the Honourable Gordon Hogg as Minister of State for ActNow BC and the business functions of the program were assigned to the Ministry of Tourism, Sport and the Arts. MTSA is the Ministry responsible to the Minister of State for progress and results of ActNow BC.

#### **3.0 Services**

The services within this contract will provide maintenance and licensing to the product Expression server ("XPR") from Backbone Technology Inc ("Backbone"). The contractor will assist the ministry with refreshing/ editing existing content. The contractor will assist ministry resources with the migration of the website, 'www.actnowbc.ca' from its existing location to government web server(s) within the government firewall. Provide support and participate in the planning meetings/technical decisions. Modify existing menus/content areas to include new tools/content for future services (TBD at this time). The contractor will provide full training to ministry resources on the use of the Expression Server tool.

**A) Dedicated XPR Server License**

The Ministry will be purchasing one licence to support ActNowBC.ca website. The licence includes the following:

- Expression Server (XPR) installed and running on a ministry server
- Client maintains full compiled XPR server code for full web server management
- Default includes one client (admin node) which can manage as many sites as required.
- Client can manage all levels of web management, content, design, interactivity, etc.
- Custom additions (code and database level) built by Backbone in Expression plug-gable framework. All additions may be reused as required by client, from simple to complex applications.
- As ASP - Includes redundant automated database and file system backups to remote server daily, archived, and rolled over.
- As ASP - Full server updates, patches, maintenance required for optimal security and uptime.
- Includes, one admin client.
- The licence will allow for a development, test and production environments.

**B) Licensing Costs for Dedicated XPR Server License**

There will be a yearly licensing cost for the product.

**C) Additional Licensing**

Should any additional domains, other than actnowbc.ca be required per website, or unique domain, a standard license/setup fee of \$1,250 per site will apply and Backbone will assist in the initial setup, and/or continue to develop further the web site at our standard shop rate on a per project basis.

**D) Ongoing services work performed**

The Ministry will require work to be completed on an as-needed basis for items such as site enhancements, maintenance, etc. Service Requests will be generated by the contractor which will:

- Gather requirements and propose design solutions;
- Ensure the following are clearly identified on all 'Service Requests':
- Activity title,
  - i. Affected system areas,
  - ii. Time and materials required,
  - iii. Item cost, and type of cost,
  - iv. Resources applied,
  - v. Schedule, including the 'contracted time' to complete with actual anticipated completion dates,



- vi. Any recognized risks that could affect the delivery of the request.
- The Ministry will pay up to two (2) hours preparation time for each Service Request. If the contractor requires more than two (2) hours to prepare a specific SR, the initial request will be prepared showing time required for preparation of the full SR and this initial request will be forwarded to the Ministry for approval.
- Provide the draft Service Request to the Ministry contact or designate. Obtain approval of the Service Request by the Ministry contact before proceeding with the activity. Pricing may be based on Service Requests being done through a combination of fixed cost and/or time and material activities.
- No work (other than the pre-approved two [2] hour preparation time for SRs) will commence before the Service Request is fully approved and signed off by the Ministry

#### **E) Conversion of database to Oracle**

The database will be converted to the Ministry standard version of Oracle 10g R2. The conversion will have to be compatible with future upgrades to Oracle, at the contractors expense.

The billable amount is up to and including 100 hours dedicated to this task.

#### **4.0 Training**

The contractor will provide training to web specialists within the Information Systems Branch and the program area (ActNowBC) as required at a time and materials rate. This contract allows for a minimum of two separate two day sessions for up to four users. This contract allows for up to 20 hours of helpdesk calls after the training has completed.

Training materials for web users will be provided by the contractor.

#### **5.0 Projects**

During the term of this agreement the Contractor may be asked to provide similar services, not related to the licensed software, for ActNowBC by mutual negotiation. The Province reserves the right to negotiate directly with the Contractor for additional similar services. The Ministry also reserves the right to negotiate directly with the Contractor, or separately with another vendor, to tender enhancements estimated at more than \$10,000.

#### **6.0 Additional Contractor Responsibilities**

The Contractor will provide documented knowledge transfer to the Ministry or other contracted resources in the event that the Ministry does not exercise the option to renew.

The Contractor will be responsible for providing their Consultant(s) with a working computer configured with the licensed and Ministry compatible software required to perform the contracted work. (See also Training)

## 7.0 Government and Ministry IM/IT Standards

The Contractor will be required to adhere to the Province's applicable Information Management and Information Technology standards in carrying out the services under the Contract. A standard is a specific statement of the rules and constraints governing the naming, contents, and operations of software and hardware.

There are two types of standards, Government and Ministry, applicable to the services under the Contract. The contractor will be responsible for adhering to the policies and procedures outlined in Government and Ministry Standards. This includes the Ministry SCM Methodology Guide, Source Material Management Policies and Procedures, Web Standards, as well as Oracle Designer standards. This includes development and/or transfer of all code in the Ministry's Oracle Repository and the Ministry's Harvest source code repository. The Ministry will conduct Quality Assurance (QA) and design reviews of the deliverables, in accordance with the SDLC standards of the Ministry.

Government and Ministry IM/IT standards may be updated at any time. The Contractor is required to keep up-to-date with the applicable standards in effect during delivery of the services under the Contract to ensure adherence to the most current one(s).

### A. Government IM/IT Standards

Applicable Government CIO (Chief Information Officer) standards and policies can be obtained from the following site:

<http://www.cio.gov.bc.ca/>

Government information security policy:

<http://www.cio.gov.bc.ca/prgs/InformationSecurityPolicy.pdf>

Government web standards applicable to STV be obtained from the following site:

[http://www.cio.gov.bc.ca/prgs/Internet\\_Standards.htm](http://www.cio.gov.bc.ca/prgs/Internet_Standards.htm)

### B. Ministry IM/IT Standards

Ministry standards can be obtained from the following site:

<http://www.cserv.gov.bc.ca/isb/standards.htm>

The Ministry Application Development Environment summary document, as provided in **RFP07STV01** Appendix E, and included as Appendix A of this contract, provides an overview of the standard technology environment for applications and systems supported by the Information Systems Branch.



**SERVICE CONTRACT**  
**Linking Payment to Deliverables**  
**Specified in Schedule A**  
**Expenses**

**SCHEDULE "B"**  
**Fees and Expenses**

1. Fees will be payable to the Contractor, in the fulfillment of the obligations under this Agreement, as follows:

**Fiscal Year 1**

- (a) upon receipt and approval by the Province of *the license* as set out in paragraph 3A of Schedule "A", a payment amount of \$15,000.00;
- (b) upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$10,000.00;
- (c) upon receipt and approval by the Province of *Conversion of the database to Oracle* as set out in paragraph 3E of Schedule "A", a payment to the maximum amount of \$10,500;
- (d) upon receipt and approval by the Province of *Training* as set out in paragraph 4.0 of Schedule "A", a payment to the maximum amount of \$5,040;

**Fiscal Year 2**

- (e) upon receipt and approval by the Province of *the license renewal* as set out in paragraph 3B of Schedule "A", a payment amount of \$6,000.00;
- (f) upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$10,000.00;

**Fiscal Year 3**

- (g) upon receipt and approval by the Province of *the license renewal* as set out in paragraph 3B of Schedule "A", a payment amount of \$6,000.00;
- (h) upon receipt and approval by the Province of *ongoing services* as set out in paragraph 3D of Schedule "A", at the hourly rate of \$105 per hour, a payment to the maximum amount of \$10,000.00;

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, \$72,540.00.

3. The following expenses, less the Goods and Services Tax (GST) component, to a maximum of \$ 2,000.00, will be paid to the Contractor, at the approved Group 2 rate (Appendix "1"), provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the services under this Agreement:
  - (a) travel, accommodation, and meal expenses for travel greater than 32 kilometers away from Victoria, British Columbia; and
  - (b) telecommunication charges, postage and other identifiable business communication expenses, at cost.
4. Notwithstanding paragraphs 2 and 3 of this Schedule in no event will the fees and expenses payable to the Contractor in accordance with paragraphs 2 and 3 of this Schedule exceed, in the aggregate, \$ 74,540.00
5. 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, with all relevant hours and dates, and
  - (b) listing in reasonable detail and with dates, all expenses claimed under this Agreement for the period in which the statement is submitted, and with all applicable receipts attached.

Within 60 days of receiving a written statement of account, as described in paragraph 5 (a) and (b) 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 and the expenses in paragraph 3 of this Schedule.

6. Since the Province of British Columbia is not subject to the Goods and Services Tax (GST), this tax should not be included in any government bids, price quotations or invoices.

THIS IS TO CERTIFY THAT THE PROPERTY AND/OR SERVICES ORDERED/PURCHASED HEREBY ARE FOR THE USE OF, AND ARE BEING PURCHASED BY THE PROVINCE OF BRITISH COLUMBIA WITH CROWN FUNDS, AND ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX



## Schedule E PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by the Ministry of Tourism, Sport and the Arts (the "Province") and Backbone Technology Inc. (the "Contractor") respecting C09ACTNOW01 (the "Agreement").

### 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), as amended from time to time;
  - (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 its 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 its 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 annotate or correct 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:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

### 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.

### Inspection of personal information

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

### Compliance with the Act and directions

19. 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.
20. 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

21. 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

22. 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 28, the law of any jurisdiction outside Canada.
28. 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.

## Contract Checklist

### PROGRAM INFORMATION

**Contractor** Backbone Technology Inc.

**Date Received** 2007/Jan/29 **Contract #** 2007/302

**doing business as:**

**Personnel:** Charalambous, Marc

**Program** Knowledge Management & Technology

**Division** ADM Knowledge Management & Tech.

**Contract Administrator** Ratcliff, Dexter

**Program Contact** Sheila Stott

**Phone #** 952-2463

**Contract Type** Contract

**Selection Method** Direct Award

### CONTRACT DETAILS

<b>Start Date</b>	<b>2006/Sep/15</b>	<b># of Amendments</b>	<b>1</b>	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	<b>2007/Jan/15</b>	<b>Original End Date</b>	<b>2007/Jan/15</b>	<b>0 days</b>
<b>Rate</b>	<b>\$85.00 Hourly</b>			<b>0 months</b>
<b>Fees</b>	<b>\$40,000.00</b>	<b>Original Fees</b>	<b>\$25,000.00</b>	<b>\$15,000.00</b>
<b>Expenses</b>	<b>\$0.00</b>	<b>Original Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>

### COMMENTS / CONCERNS

### REVIEWED

**Shelley Thompson**



**Brenda Rafter**



Please sign yellow Executive Routing form to indicate final approval and return to Contract Management



Ministry of Health

**Amendment Agreement**  
Contract #: 2007/302**BETWEEN:**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health(the "Province", "we", "us", or "our" as applicable)  
at the following address:Ministry of Health  
Knowledge Management and Technology Division  
2-1, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
Contract Administrator: Dexter Ratcliff**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:4<sup>th</sup> Floor - 353 Water Street  
Vancouver, BC, Canada V6B1B8**BACKGROUND**

- A. The parties entered into an agreement dated September 15, 2006, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That **Schedule B**, paragraphs 1 & 3 shall be amended so as to read as follows:

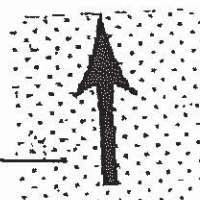
**SCHEDULE B - FEES AND EXPENSES**

1. **Fees:** At a rate of \$85.00 per hour for those hours during the term of this Agreement when you provide the Services. \$40,000.00 is the **maximum amount of fees** we must pay to you for providing these services.
2. **Maximum Amount:** \$ 40,000.00 is the **maximum amount of fees and expenses** which we must pay to you under sections 1 and 2 of this Schedule.

- (2) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the 1 day of February, 2007.**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)  
(Contractor or Authorized Signatory)**HERE**



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health

(the "Province", "we", "us", or "our" as applicable) at the  
following address:

Ministry of Health  
Knowledge Management and Technology Division  
7-1, 1515 Blanshard Street  
Victoria, BC V8W 3C8

Contract Manager: Dexter Ratcliff

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at the  
following address:

4th Floor - 353 Water Street  
Vancouver, BC, Canada V6B 1B8

The Province and the Contractor agree to the following terms:

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
- (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
- (a) as required to perform your obligations under this Agreement or to comply with applicable law,
- (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.
10. You must
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
- (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
- (a) Received Material that you received from us, and
- (b) Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule if attached as Schedule F.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.

19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

**PAYMENT**

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the **Goods and Services Tax**.



31. If you are not a resident in Canada, we 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 your behalf.

**TERMINATION**

32. We may terminate this Agreement

- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you; and
- (b) for any other reason, on giving 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

34. You are an independent contractor and not our employee, agent, or partner.

35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either

- (a) sent by fax to the addressee's fax number specified in this Agreement,
- (b) delivered by hand to the addressee's address specified in this Agreement, or
- (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitutes the entire Agreement between the parties as to performance of the Services.



Ministry of Health

Standard Contract Form - Services  
Contract #:2007/302

43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the **Commercial Arbitration Act**.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The Schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,  
(a) the words "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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and  
(d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule E is attached, the additional terms set out in that schedule apply to this Agreement.

THE PARTIES have duly executed this agreement the 15 day of Sept, 2006

SIGNED AND DELIVERED on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

SIGNED AND DELIVERED by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

(Contractor or Authorized Signatory)



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**SCHEDULE A – SERVICES****Services:**

The contractor will provide the following deliverables:

1. 3 (three) design options, based on ministry specified requirements, from which the ministry can select an appropriate design for the website
2. An initial website based on the selected design and containing the content and functionality as specified by the Ministry
3. Revised websites based on feedback following review of the initial website as well as revisions following subsequent reviews
4. Completed website launched on a specific date to be specified by the Ministry, generally around the middle of September, 2006
5. Updates or enhancements to the website as specified by the ministry over the 4 (four) months following launch
6. Documentation and information regarding website development and administration to ministry resources for transition purposes and enabling ongoing website maintenance

**Term:** From and including: **September 15, 2006** To and including: **January 15, 2007**

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**SCHEDULE B - FEES AND EXPENSES**

1. **Fees:** At a rate of \$85.00 per hour for those hours during the term of this Agreement when you provide the Services. \$25,000.00 is the **maximum amount of fees** we must pay to you for providing these services.
2. **Expenses:** Expenses are not included in this contract.
3. **Maximum Amount:** \$ 25,000.00 is the **maximum amount of fees and expenses** which we must pay to you under sections 1 and 2 of this Schedule.
4. **Statements of Account:** In order to obtain payment of any fees and expenses under this agreement for a period from and including the first day of a month to and including the last day of that month (each a "Billing Period"), you must deliver to us on a date after the billing period (each a "Billing Date"), a written statement of account in a form satisfactory to us containing:
  - (a) your legal name and address;
  - (b) the date of the statement, and the month to which the statement pertains;
  - (c) your calculation of all fees claimed for the month, including a declaration by you of all hours worked during the month for which you claim fees and a description of the applicable fee rates;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
  - (e) a description of this agreement;
  - (f) a statement number for identification; and
  - (g) any other billing information reasonably requested by us.
5. **Payments Due:** Within 60 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.



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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

You must not subcontract any obligation under this Agreement without our prior written consent.



Ministry of Health

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## SCHEDULE D - INSURANCE

1. You must, without limiting your obligations or liabilities herein and at your own expense, provide and maintain throughout the term of this agreement the following insurances with insurers authorized to do business in British Columbia:

- (a) **Comprehensive or Commercial General Liability** in an amount not less than \$2,000,000 inclusive per occurrence, insuring 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; and

- (b) ~~Professional Liability~~ insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:-

- i) ~~If the Maximum Amount set out in Schedule "B" is under \$500,000 then~~  
~~\$1,000,000~~
- ii) ~~If the Maximum Amount set out in Schedule "B" is \$500,000 to \$2,000,000 then~~  
~~\$2,000,000, or~~
- iii) ~~or if the Maximum Amount set out in Schedule "B" exceeds \$2,000,000 then not less than \$2,000,000~~

2. All insurance described in paragraph 1 of this Schedule must:

- (a) be primary; and
- (b) not require the sharing of any loss by any insurer of the Province.

3. You must provide to us when requested by us:

- (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or
- (b) certified copies of required policies.

4. ~~Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this agreement, that alternative in accordance with the terms of the approval.~~

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**SCHEDULE E – ADDITIONAL TERMS**

1. Despite section 46 of this agreement, the Contractor and the Province agree that section 19 of the agreement are deleted.
2. You must indemnify and save us harmless from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by us at any time or times (whether before or after the expiration or sooner termination of this agreement), including any claim of infringement of third party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by you in connection with this agreement (each a "Loss") excepting always liability arising out of the independent acts or omissions of us, our agents and contractors.
3. The indemnification by you pursuant to paragraph 2 of this schedule is limited to:
  - (a) \$2,000,000 per Loss; and
  - (b) an amount equal to 2 times the amount set out in subparagraph (a), in the aggregate for all Losses.
4. The limitation set out in paragraph 3 of this schedule does not apply to Losses for bodily injury or damage to real property or tangible property, or any Loss arising from a claim of infringement or third-party intellectual property rights, or any Loss arising from a breach of sections 9, 10, 11 and 15 of this agreement.
5. If we intend to make a claim for a Loss;
  - (a) then we must promptly notify you in writing of the Loss as soon as we are aware of the Loss; and
  - (b) if the Loss is on the basis of a third party claim that any element of the Material infringes a patent, copyright, trademark or other proprietary right of any person,
    - (i) then you must defend us against that claim at your expense and you will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by you, and
    - (ii) we must cooperate with you and, where appropriate in the discretion of the Province, will allow you to control, the defence and any related settlement negotiations.
6. At the expiry or earlier termination of this agreement, we, in our sole discretion, may negotiate with you to provide to you a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material.
7. In addition to section 44 of this agreement, the provisions contained in this schedule continue in force indefinitely even after this agreement ends.
8. Further to Clause 22 of this agreement, the Contractor will, during the Term, immediately disclose to the Ministry any actual or potential situations that could, in the reasonable opinion of the Province, give rise to a conflict of interest between your duties to any person, firm or corporation or other legal entity and your duties to us under this Agreement. You will ensure that all staff, agents and any approved subcontractors employed by you are aware of this requirement.

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**SCHEDULE F – PRIVACY PROTECTION SCHEDULE**

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**Definitions**

1. In this Schedule,
  - (a) "**Act**" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (b) "**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;
  - (c) "**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.

**Purpose**

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its 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 its 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 annotate or correct 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:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

**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.

**Inspection of personal information**

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

**Compliance with the Act and directions**

19. 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.

- 
20. 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**

21. 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**

22. 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**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

# Contract Checklist

## PROGRAM INFORMATION

**Contractor** Backbone Technology

**Date Received** 2007-Jun-26 **Contract #** 2007/306

*doing business as:*

*Personnel:*

**Program** Pharmaceutical Services

**Division** National Pharmaceutical Strategy

**Contract Administrator** Gudaitis, Paul

**Program Contact** Bindi Sawchuk

**Phone #** 952-2976

**Contract Type** Contract

**Selection Method** Direct Award

## CONTRACT DETAILS

<b>Start Date</b>	2006-Jun-01	<b># of Amendments</b>	2	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	2008-Mar-31	<b>Original End Date</b>	2007-Jul-30	245 days
<b>Rate</b>	\$0.00 Daily			8.1666667 months
<b>Fees</b>	\$25,000.00	<b>Original Fees</b>	\$25,000.00	\$0.00
<b>Expenses</b>	\$0.00	<b>Original Expenses</b>	\$0.00	\$0.00

## COMMENTS / CONCERNS

Term extension only

## REVIEWED

**Shelley Thompson**



**Brenda Rafter**



Please sign yellow Executive Routing form to indicate final approval and return to Contract Management

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

BC National Pharmaceutical Strategy Secretariat  
3-1, 1515 Blanshard St.  
Victoria, BC V8W 3C8  
Contract Administrator: Paul Gudaitis, Executive  
Director

**AND:**

BACKBONE TECHNOLOGY

(the "Contractor", "you", or "your" as applicable) at  
the following address:

353 Water Street - Suite 401  
Vancouver, BC V6B 1B8

**BACKGROUND**

- A. The parties entered into an agreement dated July 12, 2006, subsequently amended on  
September 25, 2006, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A shall be amended so as to read as follows:

**Term:** From and including: **June 1, 2006**

To and including: **March 31, 2008**

- (2) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the

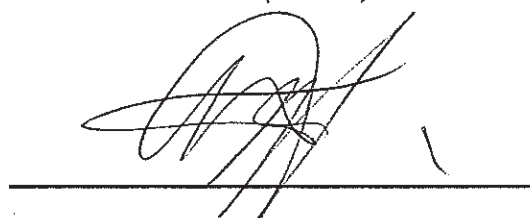
4 day of July, 2007

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province



(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)



(Contractor or Authorized Signatory)



**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

A/Executive Director  
BC National Pharmaceutical Strategy Secretariat  
1515 Blanshard St.  
Victoria, BC V8W 3C8

**AND:**

BACKBONE TECHNOLOGY

(the "Contractor", "you", or "your" as applicable) at  
the following address:

353 Water Street - Suite 401  
Vancouver, BC V6B 1B8

**BACKGROUND**

- A. The parties entered into an agreement dated July 12, 2006 a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That Schedule A shall be amended so as to read as follows:

**Services:**

The Contractor will:

**Website Development:**

1. From June 1, 2006 to July 30, 2006, develop three National Pharmaceutical Strategies website brand options for review, taking the following into consideration:
  - a) The brand must not resemble any existing federal, provincial or territorial Health website;
  - b) Images will focus on people, not product; positive images;
  - c) Underlying themes include multi-jurisdictional collaboration for finding a public solution, better health care.
2. Provide up to two revisions of the selected option, based on specific feedback. Final approval of the design will be provided by September 1, 2006.
3. By September 5, 2006, based on final design approval, build the NPS website, taking the following into consideration:
  - a) Site will have two mirror sites: French and English;
  - b) Site will be static, information-out;
  - c) Content will be managed within the NPS;
  - d) Test site must be available for all NPS partners to review;
  - e) Site will be built with "contact us" box, which can be hidden;

- f) The site may be expanded in future to accommodate consultation. Site must be built in such a way that other vendors can use or easily rebuild brand, templates etc.

Website Hosting

1. From July 15, 2006 – June 30, 2007, host the NPS site
  - a) Host both Test and Public sites in English and French for NPS
  - b) Provide ongoing Content Management support as required
  - c) Provide ongoing technical support as required

**Term:** From and including: **June 1, 2006**

To and including: **July 30, 2007**

(2) That Schedule B, 1 and 3 shall be amended so as to read as follows:

1. **Fees:** \$20,000 flat fee for the completion of the website brand and build as described in Schedule A, 1,2 and 3. For website hosting, the following rates apply, to a maximum of \$5,000:  
\$100 per month for website hosting;  
\$70 per hour for technical and content support  
\$25,000 is the maximum amount of fees we must pay to you for providing these services.
3. **Maximum Amount:** \$25,000 is the **maximum amount of fees and expenses** which we must pay to you under sections 1 and 2 of this Schedule.

(3) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the 25 day of Sept, 2006

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province



(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)



(Contractor or Authorized Signatory)

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

A/Executive Director  
BC National Pharmaceutical Strategy Secretariat  
1515 Blanshard St.  
Victoria, BC V8W 3C8

**AND:**

BACKBONE TECHNOLOGY

(the "Contractor", "you", or "your" as applicable) at  
the following address:

353 Water Street - Suite 401  
Vancouver, BC V6B 1B8

The Province and the Contractor agree to the following terms:

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (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.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you received from us, and
  - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule if attached as Schedule F.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees



or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.

20. You must not assign your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

#### **PAYMENT**

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the **Goods and Services Tax**.

31. If you are not a resident in Canada, we 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 your behalf.

**TERMINATION**

32. We may terminate this Agreement

(a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you; and

(b) for any other reason, on giving 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

34. You are an independent contractor and not our employee, agent, or partner.

35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.

36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either

(a) sent by fax to the addressee's fax number specified in this Agreement,

(b) delivered by hand to the addressee's address specified in this Agreement, or

(c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.

41. No modification of this Agreement is effective unless it is in writing and signed by the parties.

42. This Agreement and any modification of it constitutes the entire Agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the **Commercial Arbitration Act**.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The Schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,  
(a) the words "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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and  
(d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule E is attached, the additional terms set out in that schedule apply to this Agreement.

THE PARTIES have duly executed this Agreement the 11 day of July, 2006.

**SIGNED AND DELIVERED** on behalf of the  
Province by its duly authorized representative

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

(Authorized Representative of Province)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory or  
signatories if the Contractor is a corporation)

Signature: \_\_\_\_\_

Print Name: NAVE CHAGALAMBAH

(Contractor or Authorized Signatory)

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**SCHEDULE A – SERVICES****Services:**

The Contractor will:

**Website Development:**

1. From June 1, 2006 to July 30, 2006, develop three National Pharmaceutical Strategies website brand options for review, taking the following into consideration:
  - a) The brand must not resemble any existing federal, provincial or territorial Health website;
  - b) Images will focus on people, not product; positive images;
  - c) Underlying themes include multi-jurisdictional collaboration for finding a public solution, better health care.
2. Provide up to two revisions of the selected option, based on specific feedback. Final approval of the design will be provided by July 15, 2006.
3. By July 21, 2006, based on final design approval, build the NPS website, taking the following into consideration:
  - a) Site will have two mirror sites: French and English;
  - b) Site will be static, information-out;
  - c) Content will be managed within the NPS;
  - d) Test site must be available for all NPS partners to review;
  - e) Site will be built with "contact us" box, which can be hidden;
  - f) The site may be expanded in future to accommodate consultation. Site must be built in such a way that other vendors can use or easily rebuild brand, templates etc.

**Website Hosting**

1. From July 15, 2006 – June 30, 2007, host the NPS site
  - a) Host both Test and Public sites in English and French for NPS
  - b) Provide ongoing Content Management support as required
  - c) Provide ongoing technical support as required

**Term:** From and including: **June 1, 2006**

To and including: **July 30, 2007**



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**SCHEDULE B - FEES AND EXPENSES**

1. **Fees:** \$10,000 flat fee for the completion of the website brand and build as described in Schedule A, 1,2 and 3. For website hosting, the following rates apply, to a maximum of \$5,000:  
  
\$100 per month for website hosting;  
  
\$70 per hour for technical and content support  
  
\$15,000 is the maximum amount of fees we must pay to you for providing these services.
2. **Expenses:**  
  
No expenses will be paid to you during the term of this agreement.
3. **Maximum Amount:** \$15,000 is the maximum amount of fees and expenses which we must pay to you under sections 1 and 2 of this Schedule.
4. **Statements of Account:** In order to obtain payment of any fees and expenses under this agreement for a period from and including the first day of a month to and including the last day of that month (each a "Billing Period"), you must deliver to us on a date after the billing period (each a "Billing Date"), a written statement of account in a form satisfactory to us containing:
  - (a) your legal name and address;
  - (b) the date of the statement, and the month to which the statement pertains;
  - (c) your calculation of all fees claimed for the month, including a declaration by you of all hours worked during the month for which you claim fees and a description of the applicable fee rates;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
  - (e) a description of this agreement;
  - (f) a statement number for identification; and
  - (g) any other billing information reasonably requested by us.
5. **Payments Due:** Within 60 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

You must not subcontract any obligation under this Agreement without our prior written consent.

**SCHEDULE D - INSURANCE**

1. You must, without limiting your obligations or liabilities herein and at your own expense, provide and maintain throughout the term of this agreement the following insurances with insurers authorized to do business in British Columbia:
- (a) **Comprehensive or Commercial General Liability** in an amount not less than \$2,000,000 inclusive per occurrence, insuring 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; and
- (b) ~~Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:~~
- ~~i) if the Maximum Amount set out in Schedule "B" is under \$500,000 then \$1,000,000~~
  - ~~ii) if the Maximum Amount set out in Schedule "B" is \$500,000 to \$2,000,000 then \$2,000,000, or~~
  - ~~iii) or if the Maximum Amount set out in Schedule "B" exceeds \$2,000,000 then not less than \$2,000,000~~
- 2 All insurance described in paragraph 1 of this Schedule must:
- a. be primary; and
  - b. not require the sharing of any loss by any insurer of the Province.
- 3 You must provide to us when requested by us:
- a. evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance: or
  - b. certified copies of required policies.
- 4 Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this agreement, that alternative in accordance with the terms of the approval.

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**SCHEDULE E – ADDITIONAL TERMS**

1. Despite section 46 of this agreement, the Contractor and the Province agree that section 19 of the agreement are deleted.
2. You must indemnify and save us harmless from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by us at any time or times (whether before or after the expiration or sooner termination of this agreement), including any claim of infringement of third party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by you in connection with this agreement (each a "Loss") excepting always liability arising out of the independent acts or omissions of us, our agents and contractors.
3. The indemnification by you pursuant to paragraph 2 of this schedule is limited to:
  - (a) \$2,000,000 per Loss; and
  - (b) an amount equal to 2 times the amount set out in subparagraph (a), in the aggregate for all Losses.
4. The limitation set out in paragraph 3 of this schedule does not apply to Losses for bodily injury or damage to real property or tangible property, or any Loss arising from a claim of infringement or third-party intellectual property rights, or any Loss arising from a breach of sections 9, 10, 11 and 15 of this agreement.
5. If we intend to make a claim for a Loss;
  - (a) then we must promptly notify you in writing of the Loss as soon as we are aware of the Loss; and
  - (b) if the Loss is on the basis of a third party claim that any element of the Material infringes a patent, copyright, trademark or other proprietary right of any person,
    - (i) then you must defend us against that claim at your expense and you will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by you, and
    - (ii) we must cooperate with you and, where appropriate in the discretion of the Province, will allow you to control, the defence and any related settlement negotiations.
6. At the expiry or earlier termination of this agreement, we, in our sole discretion, may negotiate with you to provide to you a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material.
7. In addition to section 44 of this agreement, the provisions contained in this schedule continue in force indefinitely even after this agreement ends.
8. Further to Clause 22 of this agreement, the Contractor will, during the Term, immediately disclose to the Ministry any actual or potential situations that could, in the reasonable opinion of the Province, give rise to a conflict of interest between your duties to any person, firm or corporation or other legal entity and your duties to us under this Agreement. You will ensure that all staff, agents and any approved subcontractors employed by you are aware of this requirement.



## Contract Checklist

### PROGRAM INFORMATION

**Contractor** Backbone Technology Inc.

**Date Received** 2009-Apr-01 **Contract #** 2007/722

**doing business as:**

**Personnel:** Charalambous, Marc

**Program** Health Sector IM/IT Division

**Division** ADM Knowledge Management & Tech.

**Contract Administrator** Ratcliff, Dexter

**Program Contact** Steve Dhindsa

**Contract Type** Contract

**Selection Method** Direct Award

### CONTRACT DETAILS

<b>Start Date</b>	2007-Jan-16	<b># of Amendments</b>	2	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	2009-May-31	<b>Original End Date</b>	2009-Jan-15	136 days
<b>Rate</b>	\$85.00 Hourly			4.5333333 months
<b>Fees</b>	\$47,000.00	<b>Original Fees</b>	\$47,000.00	\$0.00
<b>Expenses</b>	\$0.00	<b>Original Expenses</b>	\$0.00	\$0.00

**COMMENTS / CONCERNS (Lobbyist Registration Act Notice sent \_\_yes\_\_)**

### REVIEWED

**Neil Rich**

☐

**Brenda Rafter**

☐

Please sign yellow Executive Routing form to indicate final approval and return to Contract Management

Apr. 6. 2009 2:59PM

No. 1588 2



Ministry of Health Services

Amendment Agreement

Contract #: 2007/722

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health Services

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

Ministry of Health Services  
Health Sector IM/IT Division  
1-2, 1515 Blanshard Street  
Victoria, BC V8W 3C8

Contract Manager: George Fettes

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

200, 440 West Hastings Street  
Vancouver, BC, Canada V6B 1L1

**BACKGROUND**

A. The parties entered into an agreement dated February 1, 2007, and subsequently amended on January 15, 2008, a copy of which is attached as Exhibit 1 (the "Agreement").

B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

(1) That Schedule A will be amended so as to read as follows:

**Services:**

The contractor will provide the following services and deliverables:

1. Website hosting and traffic over the Term, including the following provisions:
  - a. minimum server availability of 90%
  - b. daily backups and disaster recovery
  - c. redundant server functionality
  - d. server restoration within 4 hours should the primary web servers fail
2. Website mailer suite, maintenance, and support to ministry resources over the Term, including system upgrades, training and support
3. Expression Content Management System, including software licensing (one time fee, already paid), upgrades, training and support
4. Twenty-four hour, seven days per week (24x7) website and server support availability
5. Site maintenance via updates or enhancements to the website as specified by the ministry over the Term including provision of written estimates for major change requests
6. Statistics reporting on web site usage including support and maintenance for statistics software
7. Additional training or information regarding website development and administration to ministry resources enabling ongoing website operation and enhancement

Term: From and including: **January 16, 2007** To and including: **May 31, 2009**

Apr. 6. 2009 2:59PM

No. 1588 P. 3



Ministry of Health Services

**Amendment Agreement**  
Contract #: 2007/722

(2) In all other respects, the Agreement is confirmed.

THE PARTIES have duly executed this agreement the 30 day of March, 2009

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

(Contractor or Authorized Signatory)

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

Ministry of Health  
Knowledge Management and Technology Division  
2-1, 1515 Blanshard Street  
Victoria, BC V8W 3C8

Contract Manager: Dexter Ratcliff

**AND:**

Backbone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

4th Floor - 353 Water Street  
Vancouver, BC, Canada V6B 1B8

The Province and the Contractor agree to the following terms:

**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
- (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
- (a) as required to perform your obligations under this Agreement or to comply with applicable law,
- (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.
10. You must
- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
- (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
- (a) Received Material that you received from us, and
- (b) Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule if attached as Schedule F.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.

19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer, or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

**PAYMENT**

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the **Goods and Services Tax**.

31. If you are not a resident in Canada, we 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 your behalf.

**TERMINATION**

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you; and
  - (b) for any other reason, on giving 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

**GENERAL**

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35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.



Ministry of Health

**Standard Contract Form – Services**  
Contract #: 2007/722

42. This Agreement and any modification of it constitutes the entire Agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it, must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the **Commercial Arbitration Act**.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The Schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,  
(a) the words "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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and  
(d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule E is attached, the additional terms set out in that schedule apply to this Agreement.

THE PARTIES have duly executed this Agreement the 1 day of February, 2007SIGNED AND DELIVERED on behalf of the  
Province by its duly authorized representative

(Authorized Representative)

SIGNED AND DELIVERED by or on behalf of  
the Contractor (or by an authorized signatory or  
signatories if the Contractor is a corporation)

(Contractor or Authorized Signatory)

  
**HERE  
SIGN**



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**SCHEDULE A – SERVICES****Services:**

The contractor will provide the following services and deliverables:

1. Website hosting and traffic over the span of the 12 (twelve) months, including the following provisions:
  - a. minimum server availability of 90%
  - b. daily backups and disaster recovery
  - c. redundant server functionality
  - d. server restoration within 4 hours should the primary web servers fail
2. Website mailer suite, maintenance, and support to ministry resources over the span of the 12 (twelve) months, including system upgrades, training and support.
3. Expression Content Management System, including software licensing (one time fee, already paid), upgrades, training and support.
4. Twenty-four hour, seven days per week (24x7) website and server support availability.
5. Site maintenance via updates or enhancements to the website as specified by the ministry over the 12 (twelve) months including provision of written estimates for major change requests.
6. Statistics reporting on web site usage including support and maintenance for statistics software.
7. Additional training or information regarding website development and administration to ministry resources enabling ongoing website operation and enhancement.

**Term:** From and including: **January 16, 2007** To and including: **January 16, 2008**

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**SCHEDULE B – FEES AND EXPENSES**

1. **Fees:** At a rate of \$85.00 per hour for those hours during the term of this Agreement when you provide the Services. \$47,000.00 is the **maximum amount of fees** we must pay to you for providing these services.
2. **Expenses:** No expense will be paid during the term of the contract.
3. **Maximum Amount:** \$ 47,000.00 is the **maximum amount of fees and expenses** which we must pay to you under sections 1 and 2 of this Schedule.
4. **Statements of Account:** In order to obtain payment of any fees and expenses under this agreement for a period from and including the first day of a month to and including the last day of that month (each a "Billing Period"), you must deliver to us on a date after the billing period (each a "Billing Date"), a written statement of account in a form satisfactory to us containing:
  - (a) your legal name and address;
  - (b) the date of the statement, and the month to which the statement pertains;
  - (c) your calculation of all fees claimed for the month, including a declaration by you of all hours worked during the month for which you claim fees and a description of the applicable fee rates;
  - (d) a chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
  - (e) a description of this agreement;
  - (f) a statement number for identification; and
  - (g) any other billing information reasonably requested by us.
5. **Payments Due:** Within 60 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

You must not subcontract any obligation under this Agreement without our prior written consent.

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**SCHEDULE D – INSURANCE**

1. You must, without limiting your obligations or liabilities herein and at your own expense, provide and maintain throughout the term of this agreement the following insurances with insurers authorized to do business in British Columbia:
  - (a) **Comprehensive or Commercial General Liability** in an amount not less than \$2,000,000 inclusive per occurrence, insuring 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; and
  - (b) **Professional Liability** insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:
    - i) if the Maximum Amount set out in Schedule "B" is under \$500,000 then \$1,000,000
    - ii) if the Maximum Amount set out in Schedule "B" is \$500,000 to \$2,000,000 then \$2,000,000, or
    - iii) or if the Maximum Amount set out in Schedule "B" exceeds \$2,000,000 then not less than \$2,000,000
2. All insurance described in paragraph 1 of this Schedule must:
  - a. be primary; and
  - b. not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
  - a. evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance: or
  - b. certified copies of required policies.
4. Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this agreement, that alternative in accordance with the terms of the approval.



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**SCHEDULE E – ADDITIONAL TERMS**

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1. Despite section 46 of this agreement, the Contractor and the Province agree that section 19 of the agreement are deleted.
2. You must indemnify and save us harmless from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by us at any time or times (whether before or after the expiration or sooner termination of this agreement), including any claim of infringement of third party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by you in connection with this agreement (each a "Loss") excepting always liability arising out of the independent acts or omissions of us, our agents and contractors.
3. The indemnification by you pursuant to paragraph 2 of this schedule is limited to:
  - (a) \$2,000,000 per Loss; and
  - (b) an amount equal to 2 times the amount set out in subparagraph (a), in the aggregate for all Losses.
4. The limitation set out in paragraph 3 of this schedule does not apply to Losses for bodily injury or damage to real property or tangible property, or any Loss arising from a claim of infringement or third-party intellectual property rights, or any Loss arising from a breach of sections 9, 10, 11 and 15 of this agreement.
5. If we intend to make a claim for a Loss;
  - (a) then we must promptly notify you in writing of the Loss as soon as we are aware of the Loss; and
  - (b) if the Loss is on the basis of a third party claim that any element of the Material infringes a patent, copyright, trademark or other proprietary right of any person,
    - (i) then you must defend us against that claim at your expense and you will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by you, and
    - (ii) we must cooperate with you and, where appropriate in the discretion of the Province, will allow you to control, the defence and any related settlement negotiations.
6. At the expiry or earlier termination of this agreement, we, in our sole discretion, may negotiate with you to provide to you a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material.
7. In addition to section 44 of this agreement, the provisions contained in this schedule continue in force indefinitely even after this agreement ends.
8. Further to Clause 22 of this agreement, the Contractor will, during the Term, immediately disclose to the Ministry any actual or potential situations that could, in the reasonable opinion of the Province, give rise to a conflict of interest between your duties to any person, firm or corporation or other legal entity and your duties to us under this Agreement. You will ensure that all staff, agents and any approved subcontractors employed by you are aware of this requirement.

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**SCHEDULE F – PRIVACY PROTECTION****Definitions**

1. In this Schedule,
  - (a) **"Act"** means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (b) **"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;
  - (c) **"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.

**Purpose**

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its 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 its 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.



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**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 annotate or correct 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:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

**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.

**Inspection of personal information**

18. 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 its management of

personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

**Compliance with the Act and directions**

19. 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.
20. 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**

21. 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**

22. 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**

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.



## Contract Checklist

### PROGRAM INFORMATION

**Contractor** BackBone Technology Inc.

**Date Received** 2006/Jul/27 **Contract #** 2006/618

**doing business as:**

**Personnel:** Charalambous, Marc

**Program** Knowledge Management & Technology

**Division** CIO, Information Management

**Contract Administrator** Khan, Perveen

**Program Contact** Sheila Stott

**Phone #** 952-2463

**Contract Type** Contract

**Selection Method** Select Bid

### CONTRACT DETAILS

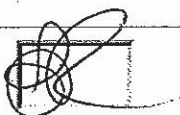
<b>Start Date</b>	2006/Jan/09	<b># of Amendments</b>	1	<b>CHANGE FROM ORIGINAL</b>
<b>End Date</b>	2006/Sep/30	<b>Original End Date</b>	2006/Apr/28	155 days
<b>Rate</b>	\$0.00 Daily			5.166667 months
<b>Fees</b>	\$23,900.00	<b>Original Fees</b>	\$23,900.00	\$0.00
<b>Expenses</b>	\$1,000.00	<b>Original Expenses</b>	\$1,000.00	\$0.00

### COMMENTS / CONCERNS

*Let's*

### REVIEWED

**Brenda Rafter**



**Paul Kirstein**



Please sign yellow Executive Routing form to indicate final approval and return to Contract Management



Ministry of Health

Amendment Agreement  
Contract #: 2006/618

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA, represented  
by the Minister of Health Services

(the "Province", "we", "us", or "our" as applicable)  
at the following address:

Ministry of Health Services  
Knowledge Management & Technology Division  
7 - 1, 1515 Blanshard Street  
Victoria, BC V8W 3C8  
Contract Administrator: Dexter Ratcliff

**AND:**

BackBone Technology Inc.

(the "Contractor", "you", or "your" as applicable) at  
the following address:

Suite 401 - 353 Water Street  
Vancouver, BC V6B 1B8

**BACKGROUND**

- A. The parties entered into an agreement dated January 09, 2006, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The Parties have agreed to amend the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That **Schedule A**, the term shall be amended so as to read as follows:

**Term:** From and including: **January 09, 2006** To and including: **September 30, 2006**

- (2) In all other respects the Agreement is confirmed.

THE PARTIES have duly executed this agreement the August day of 2006

**SIGNED AND DELIVERED** on behalf of the  
Province by an authorized representative of the  
Province

(Authorized Representative)

**SIGNED AND DELIVERED** by or on behalf of  
the Contractor (or by an authorized signatory of  
the Contractor if a corporation)

(Contractor or Authorized Signatory)



# General Service Agreement

Ministry Contract No.

C06CSR5898

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Minister of Finance Information Management Branch  (the "Province", "we", "us", or "our" as applicable) at the following address: 3 <sup>rd</sup> Floor - 617 Government Street PO Box 9424 STN PROV GOVT Victoria, British Columbia Contract Administrator: Perveen Khan Telephone Number: (250) 387-8964  Postal Code: V8W 9V1      Fax Number: (250) 356-1494	AND  BackBone Technology Inc.  (the "Contractor", "you", or "your" as applicable) at the following address: Suite 401 - 353 Water Street Vancouver, British Columbia Contractor Name: Marcus Caharalambous Telephone Number: (604) 713-8560  Postal Code: V6B 1B8      Fax Number: (604) 605-0964
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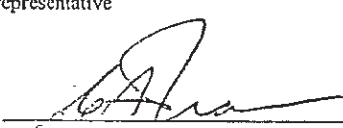
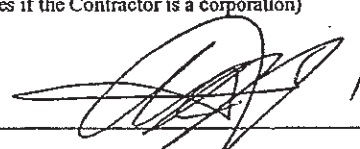
THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

<b>SCHEDULE A - Services</b>  Services: See Attached Schedule "A"	
Term      Start Date:      January 9, 2006	End Date:      April 28, 2006

<b>SCHEDULE B - Fees and Expenses</b> Fees: \$23,900      Expenses: \$1,000.00  Maximum Amount: \$24,900	
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THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s) SCHEDULE D - Insurance	SCHEDULE E - Privacy Protection SCHEDULE F - Additional Terms	SCHEDULE G - Security
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<b>SIGNED AND DELIVERED</b> on the      day of      , 20      on behalf of the Province by its duly authorized representative  Signature:  Print name: <u>Colin Fraser</u>	<b>SIGNED AND DELIVERED</b> on the      day of      , 20      by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)  Signature(s):  Print name(s): <u>Marc Charalambous</u>
--	---

**READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE**

## FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.:	C06CSR5898	REQUISITION NO.:	5898	COMMODITY CODE:	AB:AB02
CLIENT:	022	RESP CENTRE:	32120	SERVICE LINE:	34105
CONTRACTOR INFORMATION	WCB NO.:	TBD	SUPPLIER NO.:	194769	TEL. NO.:
E-MAIL ADDRESS:	marcus@backbonetechnology.com				

Revised 2005/6

## TERMS OF GENERAL SERVICE AGREEMENT

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you 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.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes 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 you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (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.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.

11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.

14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.



## PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you 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. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we 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 your behalf.

## TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
  - (b) for any other reason, on giving at least 10 days' written notice of termination to you.
- If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

## GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.
38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
  - (b) delivered by hand to the addressee's address specified in this Agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you 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 the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. 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) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

Contract# C06CSR5898

**General Service Agreement  
Schedule A - Services**

**MAJOR PROJECT REQUIREMENTS AND DELIVERABLES**

- Initial meeting to discuss business objectives and materials gathered to date;
- Three design versions (supplied in Photoshop format at the onset) which will serve to develop the overall branding and design direction of the site, as well as arrive at color palate decisions required to deliver final design comps that will be developed into HTML page layouts);
- HTML production / Flash animations / Stock imagery (Integrate design ideas and final HTML versions with Flash, and where applicable, stock photography.);
- Creation of site architecture based on client site map requirements, as well as initial setup of articles (content) and images;
- Approximately 5 rounds of revisions. (Approximately five rounds of revisions in both the Design and Development stages of the project to fine-tune evolving requirements and ideas as the production process is underway.);
- Project must complete a Privacy Impact Assessment and Security Threat and Risk Assessment; and
- Other project deliverables as assigned and directed by the IMB Project Manager.

The site to be built will be similar in terms of content, depth and scope to the following reference links:

<http://www.goforyourlife.vic.gov.au>  
<http://www.healthyalberta.com/>

**SPECIFIC PROJECT REQUIREMENTS AND DELIVERABLES**

**Site Depth & Content Architecture**

- The web content consists of copy for the home page, copy for each of the five landing pages for ActNow BC's goals and 92 "tip sheets." These tip sheets are categorized by subject and by audience. Currently, these tip sheets are in Word format. They contain bold and italic formatting, and there web links embedded in the documents. Backbone Technology to enter all content;
- Backbone Technology to assist in adding and managing content;
- Backbone Technology will use their "Expression" software as a hosting and content management solution.

**Server Sided Scripting and Database Requirements**

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- The final web site will be able to process user input (form data, questionnaires, etc.) and be able to store it in a database; and
- At the ministries request and expense (time and material rates) data must be provided in a format that can be imported into an Oracle 10G database.

**Multimedia and Design**

- Backbone will design and present three versions of the site home page for the purposes of developing a final color palate, branding, and design look and feel. Each version will be developed within 24 hours per template (PSD) design. In the interest of spending the initial design time wisely, only main home pages will be developed and presented in the first round. This will facilitate choosing an initial look and feel; at which point a new home page version, as well as sub pages will be developed. Proceeding in this manner will make better use of time that would have been spent on first round sub pages that ultimately will be discarded;
- Round two revisions will include the main home page and sub pages. Once the version two home page and subs have been presented, additional rounds of changes may be made on an as-needed basis; and
- Backbone will be inputting design changes that may be requested thereafter as the project commences.

Total estimated design time: 132 hours

**Server Software and Hosting Requirements**

- Backbone Technology will employ its Expression Content Management Software on its hosting services;
- Backbone will comply with the security policies as set forth in the BC Governments Core Policy and Procedures Manual, Chapter 12 - Information Management and Information Technology Management. (See [http://www.fn.gov.bc.ca/ocg/fmb/inanuals/CPM/12\\_Info\\_Mgmt\\_and\\_Info\\_Tech.htm](http://www.fn.gov.bc.ca/ocg/fmb/inanuals/CPM/12_Info_Mgmt_and_Info_Tech.htm)); and
- The Ministry owns all content on this site.

**Development Requirements**

- Backbone Technology will convert all approved templates into web pages as required by the Client;
- Design interface for numerous calendar style listings; and
- System is able to provide Stats and Usage reports.

Total estimated HTML development time (two templates): 32 hrs

**PROJECT PRICING - ITEM BREAKDOWN COST**

**Design**

Round 1 template design (x3): 72 hrs  
 Round 2 template design (x2): 40 hrs  
 Additional revisions allocation: 20 hrs  
 Total Design Time: 132 hrs

Standard design hourly billing rate: \$60/hr \$7,920

**HTML Development and Production**

Estimated time (2 templates): 24hrs  
 Standard development hourly billing rate: \$85/hr

\$2,040

Pricing for the 92 content items. Estimated time  
 .25 hours for each item (max) - including formatting.  
 Total time 23 hours .... @ \$85 per hour:

\$1,955

Design Interface for numerous calendar listings  
 8 hrs. @ \$85.00 hr.

\$ 680.00

**Sub-Total Estimated Cost (Excluding Taxes)**

**\$12,595.00**

One time Licensing Cost

\$7,500.00

**Total Estimated Cost (Excluding Taxes)**

**\$20,095.00**

**Note:**

Hosting Cost is \$250.00 per month or \$3,000.00 yr. based on one site.

**Note:**

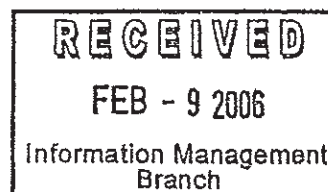
A separate on-going support and maintenance contract will be initiated based on a rate of \$85.00 per hour.



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## PROJECT WORK PLAN

- Content to Backbone and work begins Jan. 11, 2006
- Project Management As required
- Technical QA (Garry Mierzerak and/or Greg Kutyn) As Required
- Backbone to present 3 mock-ups to PAB by no later than Jan. 25, 2006
- Decision by PAB on final mock up Jan. 27, 2006
- Data entry complete by Feb. 14, 2006
- Round one UAT (user acceptance testing and revisions complete) by SME(subject matter experts), Ministry Executive Feb. 21, 2006
- Security Threat and Risk Assessment TBD
- Privacy Impact Assessment TBD
- Revisions complete by Backbone and back to PAB Feb. 24, 2006
- PAB approvals on round one complete Feb. 28, 2006
- Executive Presentation Feb. 28 - Mar. 3, 2006
- NOTE: PAB to set this meeting
- Executive feedback by Mar. 3-6, 2006
- Final revision rounds depending on changes Mar. 6 - 10, 2006
- GO LIVE Mar. 18, 2006.



General Service Agreement  
Schedule D - Insurance

1. You must, without limiting your obligation or liabilities and at your own expense, purchase and maintain throughout the term of this agreement the following insurances with insurers licensed in British Columbia:
  - (a) Commercial General Liability in an amount not less than \$2,000,000 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; and
  - ~~(b) Professional Liability insuring your liability resulting from errors or omissions in the performance of the Services in an amount per occurrence and in the aggregate calculated as follows:~~
    - ~~(i) \$1,000,000, if the Maximum Amount set out in schedule "B" is under \$500,000;~~
    - ~~(ii) \$2,000,000, if the Maximum Amount set out in schedule "B" is \$500,000 to \$2,000,000, or~~
    - ~~(iii) not less than \$2,000,000, if the Maximum Amount set out in schedule "B" exceeds \$2,000,000.~~
2. All insurance described in paragraph 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. You must provide to us when requested by us:
  - (a) evidence in the form of a completed Province of British Columbia Certificate of Insurance of all required insurance; or
  - (b) certified copies of required policies.
4. Notwithstanding paragraph 1(b) of this schedule, if in our sole discretion, we have approved in writing an alternative to the Professional Liability Insurance requirement set out in paragraph 1(b), then you will maintain throughout the term of this agreement, that alternative in accordance with the terms of the approval.

# PRIVACY PROTECTION SCHEDULE

This Schedule forms part of the agreement between Her Majesty the Queen in right of the Province of British Columbia represented by

Ministry of Finance, Information Management Branch  
BackBone Technology Inc.  
C06CSR5898

(the "Province") and  
(the "Contractor") respecting  
(the "Agreement")

## Definitions

1. In this Schedule,
  - (a) "Act" means the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time;
  - (b) "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;
  - (c) "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.

## Purpose

2. The purpose of this Schedule is to:
  - (a) enable the Province to comply with its 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 its 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 annotate or correct 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,

## 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:
  - (a) for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement; and
  - (b) in accordance with section 13.

## 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.

## Inspection of personal information

18. 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 its management of personal information or its compliance with this Schedule and the Contractor must permit, and provide reasonable assistance to, any such inspection.

## Compliance with the Act and directions

19. 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.
20. 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

21. 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

22. 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

23. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
24. 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.
25. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
26. 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.
27. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or the law of any jurisdiction outside Canada.

General Service Agreement  
Schedule F - Additional Terms

Contract #C06CSR5898

1. Despite section 46 of this agreement, the Contractor and the Province agree that section 19 of the agreement is deleted.
2. You must indemnify and save us harmless from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by us at any time or times (whether before or after the expiration or sooner termination of this agreement), including any claim of infringement of third-party intellectual property rights where the same or any of them are based upon or arise out of or from anything done or omitted to be done by you in connection with this agreement (each a "Loss") excepting always liability arising out of the independent acts or omissions of us, our agents and contractors.
3. The indemnification by you pursuant to paragraph 2 of this schedule is limited to:
  - (a) 2,000,000 per Loss; and
  - (b) An amount equal to 2 times the amount set out in the subparagraph (a), in the aggregate for all Losses.
4. The limitation set out in paragraph 3 of this schedule does not apply to Losses for bodily injury or damage to real property or tangible personal property, or any Loss arising from a claim of infringement of third-party intellectual property rights, or any Loss arising from a breach of sections 9, 10, 11 and 15 of this agreement.
5. If we intend to make a claim for a Loss:
  - (a) Then we must promptly notify you in writing of the Loss as soon as we are aware of the Loss; and
  - (b) If the Loss is on the basis of a third party claim that any element of the Material infringes a patent, copyright, trademark or other proprietary right of any person,
    - (i) Then you must defend us against that claim at your expense and you will pay all costs, damages and legal fees that a court finally awards or are included in a settlement agreed to by you, and
    - (ii) We must cooperate with you and, where appropriate in the discretion of the Province, will allow you to control, the defence and any related settlement negotiations.
6. At the expiry or earlier termination of this agreement, we, in our sole discretion, may negotiate with you to provide to you a license (which may be exclusive or non-exclusive) for you to use, reproduce, modify or distribute some or all of the Produced Material.
7. In addition to section 44 of this agreement, the provisions contained in this schedule continue in force indefinitely even after this agreement ends.
8. "The Ministry, as its sole option, may extend the initial term of this contract by giving the Contractor written notice no later than thirty (30) days prior to the expiration of the current term. If the option to renew is exercised, the contract will continue under the same terms and conditions sets forth herein. The total duration of this contract, including the exercise of any options under this clause, shall not exceed \$49,000.00.

*Me*