PRINTRO IN B.C. 4500184080



# Ministry of Children and Family Development

#### CODING BLOCK

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| overted to n   | ne ne:p u  | esk, (200) 300 6133, FO B                 | 9X 8109 2RI LIOA 2014 ANGO  | 101            |                               |                       |                                       |                                   |                                       |
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| MIN O  | cg su      | PPLIER NUMBER                             | CONTRACT/PO NU  |                | ATE RECEIVED<br>YYYY/MMM/VDD) | PAYMENT DI<br>(YYYYMM | JE DATE<br>M/DD)                      | A 28                              | 5697                                  |
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| REMIT ME   | ESSAGE     | Please                                    | Payd  | iredly         | tok                           | ockt                  | XQ                                    | tecl                              | <b>A</b>                              |
|  |            |   | <u> </u>  |                |                               |                       | · · · · · · · · · · · · · · · · · · · |                                   |                                       |
| INVOICE<br>(YYYYMM                                   |            | INVOICE NUMBER                            | AMOUNT  | RSP            | SERVICE LINE                  | sтов                  | PROJEC                                | T NUMBER                          | EMPLOYEE NUMBER                       |
| 2011/01  | 5/01       | 11935                                     | 135.00  | 1.8.X.T.A      | 1,40,11                       | 67.01                 | 1.8.0                                 | 0000                              |                                       |
| 2611/05  |            | 11935                                     | 16.20   | 180CG          | 0,000                         | 15.75                 | 1.8.0                                 | 0.000                             |                                       |
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|  |            | TOTAL                                     | 1151,20   |                | CONTACT NA                    |                       | otzkni                                | INITIALS                          | PHONE NUMBER                          |
| SPECIAL  | INSTRU     | ICTIONS:                                  |   |                | 11045                         |                       | EXPENSE A                             | UTHORITY                          |                                       |
| 1  | 10         | ase Pa                                    | ri  |                | FINANCIAL ADM                 | RECT PURSUAN          | TAND RELAT                            | NS 32 TO 33.2 OI<br>FEO POLICIES. | · · · · · · · · · · · · · · · · · · · |
|  | , <u> </u> |   | 0   |                | PRINT NAM                     | e Jonat               | XIL                                   | and y                             | 2 ou pestes                           |
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CF2094 (09/V2) OPG7530801053 (60/pl)

DISTRIBUTION

WHITE: ACCOUNTING OFFICE

Canary: Retain for your record



# RECEIVED

Invoice To

Minister of Children & Family Development Attn: Dallas Cobb 765 Broughton St, 4th FL Victoria BC V8W 1E2 MAY 18 2011

INVOICE

MIN. OF CHILDREN & FAMILY DEVELOPART DEPUTY MINISTER'S OFFICE

Date

5/1/2011

invoice #

11935

**Invoice Total** 

CAD 151.20

| DESCRIPTION  | QTY | RATE   | AMOUNT |
|--|-----|--------|--------|
| CLIENT :: MINISTER OF CHILDREN AND FAMILY DEVELOPMENT<br>PROJ :: STRONGSAFESUPPORTED.COM |     |        |        |
| Expression - Basic Backend Admin Area control strongsafesupported.com                    | 1   | 65.00  | 65.00  |
| Expression - Standard Web Hosting:<br>www.strongsafesupported.com                        | 1   | 35.00  | 35.00  |
| Domain Renewal: strongsafesupported.com  | 1   | 35.00  | 35.00  |
| Expiry: April 28, 2012   |     |        |        |
| HST (BC) on sales  |     | 12.00% | 16.20  |
|  |     |        |        |
|  |     |        |        |
|  |     |        |        |
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|  |     |        |        |
|  |     |        |        |

GST/HST No. 894494863

Subtotal

CAD 135.00

Sales Tax

CAD 16.20

**Invoice Total** 

CAD 151.20



# BRITISH Ministry of Children OLUMBIA and Family Development

The personal information requested on this form is collected under the authority of and will be used for the purpose of administration and Financial Administration Act. Under certain circumstances, the collected information may be subject to disclosure as per the FAA and/or the Freedom of Information and Protection of Privacy Act. Any questions about the collection, use or disclosure of this information ahourd be directed to the Help Desk, (250) 356-8139, PO Box 9769 Stn Prov Govt, Victoria, B.C. V&W 985.

| MIN                         | ocg st   | PPLIER NUMBER                                 | CONTRACT/PO NU |                | ATE RECEIVED<br>YYYYMMMUDD) | PAYMENT DU<br>(YYYYMMI | LUDES I  | 35699             |
|-----------------------------|--|---|----------------|----------------|-----------------------------|------------------------|--|-------------------|
| 39                          | 194  | 769   |                | 20             | 11/05/12                    |                        |  | -                 |
| REM                         | T MESSAG   | * Please                                      | Pay d          | urcell         | to                          | Wack                   | bong tec   |                   |
|                             |  |   | · O            |                |                             |                        |  |                   |
| INVO<br>(YYY)               | (CE DATE<br>Y/MMM/DD)  | INVOICE NUMBER                                | AMOUNT         | RSP            | SERVICE LINE                | <b>STOB</b>            | PROJECT NUMBER                                       | EMPLOYEE NUMBER   |
| Oll                         | 104/01   | 11782   | 362.50         | 18XITA         | 14011                       | 6701                   | 1800000  |                   |
|                             | 1  | 11782   | 43.50          | 180CG          | 000000                      | 1575                   | 1.800.000  |                   |
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|                             |  |   |                |                |                             |                        | 1 1 1 1 1  | •                 |
|                             |  |   |                |                | <u> </u>                    |                        |  | - AV              |
| •                           |  | TOTAL   | 406,00         |                | FOR LOCAL OFF<br>CONTACT NA | iME                    | INITIALS   | PHONE NUMBER      |
| SPEC                        | IAL INSTR  | UCTIONS:                                      |                |                | Hances.                     | no Electr              | EXPENSE AUTHORITY                                    |                   |
| T                           | Nec  | rse Par                                       | <i>y</i>       |                | FINANCIAL ADM               | RECT PURSUAN           | T TO SECTIONS 32 TO 33.2 O<br>TAND RELATED POLICIES. | DATE (YYYYMM/DD)  |
| AN part<br>Sot bns<br>ROOOA | FOR FINANC<br>covers, coong, e<br>a's checked<br>UNTIK'O CLERK | IAL OFFICE USE ONLY<br>dentions<br>5 Initials | PAGE<br>NUMBER | OF TOTAL PAGES | SIGNATURE                   | SOB YOUR BECORD        |  | DATE (YÝYYIMMIDD) |

CF2694 (09/02) OPC7630891053 (50/3/)

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# RECEIVED

**BACKBONE** 

MAY 1 2 2011

MIN. OF CHILDREN & FAMILY DEVELOPMENT DEPUTY MINISTER'S OFFICE

INVOICE

Invoice To

Minister of Children & Family Development Attn: Dallas Cobb 765 Broughton St, 4th FL Victoria BC V8W 1E2

Date

4/1/2011

Involce #

11782

**Invoice Total** 

**CAD 406.00** 

| DESCRIPTION  | QTY | RATE   | AMOUNT |
|--|-----|--------|--------|
| CLIENT :: MINISTER OF CHILDREN AND FAMILY DEVELOPMENT<br>PROJ :: STRONGSAFESUPPORTED.COM |     |        | 0.00   |
| Expression - Basic Backend Admln Area control.strongsafesupported.com                    | 1   | 65.00  | 65.00  |
| Expression - Standard Web Hosting: www.strongsafesupported.com                           | 1   | 35.00  | 35.00  |
| Expression Development for Strongsafesupported.com<br>Hours Worked in March 2011         | 2,5 | 105.00 | 262.50 |
| Total Billed: 2.50 hrs   | 1   |        |        |
| * Please see attached Timetracker Report for more details *                              |     |        |        |
| HST (BC) on sales  |     | 12.00% | 43.50  |
|  |     |        |        |
|  | -   |        |        |
|  |     |        |        |
|  |     |        |        |
|  |     |        |        |

GST/HST No. 894494863

Subtotal

CAD 362.50

Sales Tax

CAD 43.50

**Invoice Total** 

CAD 406.00

Backbone Technology BASECAMP REPORT
APRIL 2011 Invoicing for MARCH 2011 Tracker Hours
COMPANY:: BC Ministry of Child and Family Development

Invoice:

Inv 11782

Billed:

2.50 hrs

BC Ministry of Child and Family Development

2,60 8.50

| DATE            | TASK   | DESCRIPTION  | RESOURCE  | HRS  | BILLED<br>HRS |
|-----------------|--|--|-----------|------|---------------|
| PROJECTIVE      | BCMININITY OF CONTROL FOR THE STATE OF THE S | valopment H. Ohuding is ito maintenance; Support and   | 8,60      |      |               |
| March 17, 201 i | Ongoing Site Maintenance, Support<br>and Development   | Web Hosting Arrears - Client contact via email to Iron out hosting oversite from original contract. Follow up call with Dallas Cobb to discuss arrears payment of \$2,800.00 Pulled original contract from BBT hard file converted to PDF to furnish client as they can't locate their copy of the original. "Status: awaiting contact from the Ministry finance department. |           | 2.00 | •             |
| March 17, 2011  | Ongoing Site Maintenance, Support and Development  | Multiple Element fixes post migration Multiple code breaks in<br>Expression Elements post migration. Reconfiguration of mark up<br>and functionality. **NON BILLABILE TIME   | Rod Bruno | 4.00 | •             |
| March 22, 2011  | Ongoing Site Maintenance, Support and Development  | Google Analytics - Account registration for analytics code enippet. Awaiting confirmation from client.   | Rod Bruno | 0,50 | 0.50          |
| March 23, 2011  | Ongoing Sile Maintenance, Support<br>and Development   |  | Rod Bruno | 1.00 | 1.00          |
| March 23, 2011  | Ongoing Site Maintenance, Support and Development  | Retroactive Web State - Provision of web state and login criteria.   | Rod Bruno | 1.00 | 1.00          |
|                 |  |  |           | 8.50 | 2.50          |

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4500194080





# Ministry of Children and Family Development

**CODING BLOCK** 

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| MIN              | ocg su   | PPLIER NUMBER                   | CONTRACT/PO NU                                   | IMBER   | DAT<br>(Y) | E RECEIVED<br>(YYMMM/OD)    | PAYMENT DU<br>(YYYY/MMA        | 4 Com Phys.            | 35688             |
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| 39               | 194  | 769                             | Marked Street Street Street Street Street Street |         | 2011       | /03/23                      |                                |                        |                   |
| REM              | IT MESSAG  | E Please                        | Pau Dijec  | + to    | B          | ackbar                      | .e                             |                        |                   |
|                  | servi  |                                 | ed 2008  | - Pic   | en         | $\frac{1}{1}$ (car          | tract 1                        | Pile 15 off            | bile)             |
| INVO             | DICE DATE<br>Y/MMM/DD)   | INVOICE NUMBER                  | -AMOUNT  | RSP     |            | SERVICE LINE                | STOB                           | PROJECT NUMBER         | EMPLOYEE NUMBER   |
|                  | 1/63/21  | 11631                           | 231000   | TX 8    | A          | LHOLL                       | 6,701                          | 1.8.00.000             |                   |
| ال               | 7.77   | 11631                           | 900 00   | 18XI    |            | 14011                       | 6701                           | 1.80.0.000             |                   |
|                  | [1   | 11631                           | 108 00   | 1.800   | 6          | 0,000                       | 1575                           | 1.8.0.0000             |                   |
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|                  |  |                                 |  |         | 1          |                             | 111                            |                        |                   |
|                  |  |                                 |  |         |            |                             | 111-                           | 111111                 |                   |
|                  |  |                                 |  |         |            |                             | 1_1_1_1                        | 1 1 1 1 1 1            |                   |
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| Terroritation in |  | TOTAL                           | 3318.00  |         |            | FOR LOCAL OFF<br>CONTACT NA | TICE USE<br>TIME<br>SCCI (C.A. | petchen FG             | PHONE NUMBER      |
| SPE              | CIAL INSTR   | uctions:                        |  |         |            |                             | DEATHURSHAN                    | EXPENSE AUTHORITY      | OF THE            |
| 1                | 71 -   | Dar                             |  |         |            | FINANCIAL ADM               | IINISTRATION AC                | TAND RELATED POLICIES. |                   |
| 1                | leas   |                                 |  |         |            | PRINT NAM                   | E Junet                        | than Burry             | S'ese d'annimuent |
| endia            | FOR FINANC<br>docuses, coding, e<br>sals checked,<br>winning clerk | DIAL OFFICE USE ONLY extensions | PAGE<br>NUMBER                                   |         | TAL<br>SES | SIGNATURE                   | 7.16                           | They ist               | DATE (YYYYMM/DD)  |

CF2094 (09/02) OPC7530801053 (50%)

DISTRIBUTION:

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CANADA

## RECEIVED

Involce To

Minister of Children & Family Development Attn: Dalias Cobb 765 Broughton St, 4th FL Victoria BC V8W 1E2 MAR 24 2011

INVOICE

MIN. OF CHILDREN & FAMILY DEVELOPMES.

DEPUTY MINISTER'S OFFICE

Date

3/21/2011

Invoice #

11631

Invoice Total CAD 3,318.00

| DESCRIPTION   | QTY | RATE            | AMOUNT           |
|---|-----|-----------------|------------------|
| CLIENT :: MINISTER OF CHILDREN AND FAMILY DEVELOPMENT<br>PROJ :: STRONGSAFESUPPORTED.COM  |     |                 | 0.00             |
| Original Contract#: XTA173628   |     |                 |                  |
| Expression - Basic Backend Admin Area control.strongsafesupported.com   | 22  | 65.00           | 1,430.00         |
| Backdated Hosting from September 2008 to June 2010 (22 Months; GST) Backdated Hosting from July 2010 to March 2011 (9 Months; HST)  | 9   | 65.00           | 585.00           |
| Expression - Standard Web Hosting: www.strongsafesupported.com  | 22  | 35.00           | 770.00           |
| Backdated Hosting from September 2008 to June 2010 (22 Months; GST) Backdated Hosting from July 2010 to March 2011 (9 Months; HST)  | 9   | 35.00           | 315.00           |
| ** As per confirmation with Ms. Dallas Cobb, Backbone was to send an invoice to the Minister of Children and Family Development for all retroactive payments owing for Hosting from September 2008 to present. ** | *   | ) • k           | ž.               |
| GST On Sales<br>HST (BC) on sales   |     | 5.00%<br>12.00% | 110.00<br>108.00 |
|   |     |                 |                  |
|   |     |                 |                  |
| P.  |     |                 |                  |

GST/HST No. 894494863

Subtotal

CAD 3,100.00

Sales Tax

**CAD 218.00** 

Invoice Total CAD 3,318.00

#### Guetchey, Francesca MCF:EX

From:

Cobb, Dallas L MCF:EX

Sent:

Wednesday, March 23, 2011 7:44 AM

To:

Guetchev, Francesca MCF:EX

Subject: - -

FW: strongsafesupported.com Hosting Fee · · · · · · · · ·

Attachments:

BCMCF - Inv 11631 - Mar 2011 - Retroactive Hosting - Sep 2008 to Mar 2011 -

Revised.pdf

Hi Francesca, this is the updated invoice for Backbone Technology. You should be good to go from here. Thanks.

Dallas Cobb

Manager, Corporate Communications

Executive Operations

Ministry of Children and Family Development

Phone: 250 387-3349

----Original Message----

From: Noelle Wang [mailto:noelle@backbonetechnology.com]

Sent: Monday, March 21, 2011 5:25 PM

To: Cobb, Dallas L MCF:EX

Subject: RE: strongsafesupported.com Hosting Fee

Hi Dallas,

Please find the revised invoice attached.

Thanks!

Noelle Wang

Backbone Technology INC Backbone I T Services LTD

----Original Message----

From: Cobb, Dallas L MCF: EX [mailto:Dallas.Cobb@gov.bc.ca]

Sent: Monday, March 21, 2011 3:22 PM

To: 'Noelle Wang'

Cc: 'Marc Charalambous'

Subject: RE: strongsafesupported.com Hosting Fee

Thanks Noelle. I have submitted the invoice. You should see payment shortly.

Dallas Cobb

Manager, Corporate Communications

Executive Operations

Ministry of Children and Family Development

Phone: 250 387-3349

----Original Message----

From: Noelle Wang [mailto:noelle@backbonetechnology.com]

Sent: Monday, March 21, 2011 3:10 PM ....

To: Cobb, Dallas L MCF:EX

Cc: 'Marc Charalambous'

Subject: RE: strongsafesupported.com Hosting Fee CFD-2011-00973

Hi Dallas,

This is Noelle from Backbone Technology. I am the current Office Manager here at the office, and took over Kat Ringwood's former duties and responsibilities.

From the correspondence you have had with Rod, I have put together an invoice reflecting retroactive hosting charges, starting September 2008 (I believe the website went live around August 2008).

Please review the invoice and let me know if you need anything revised (wording, dates, etc.). Going forward, I will have an invoice for \$112.00 (HST Included) sent to you for monthly hosting.

Thanks so much Dallas,

Noelle Wang

Backbone Technology INC
Backbone I T Services LTD

----Original Message----

From: Cobb, Dallas L MCF: EX [mailto:Dallas.Cobb@gov.bc.ca]

Sent: Monday, March 21, 2011 12:19 PM

To: 'Rod Bruno'

Cc: 'Marc Charalambous'; 'Noelle Wang'

Subject: RE: strongsafesupported.com Hosting Fee

Hi everyone. So I have heard back and not a big deal. You can send in an invoice to capture all retroactive payments owing, then you can invoice monthly or quarterly for any future services.

You can send the invoice to my attention at:

Ministry of Children and Family Development Corporate Communications 6th Floor - 765 Broughton Street Victoria BC V8W 1E2

I will make sure it gets to the appropriate people to be paid. Thanks.

Dallas Cobb Manager, Corporate Communications Executive Operations Ministry of Children and Family Development Phone: 250 387-3349

----Original Message----

From: Rod Bruno [mailto:rod@backbonetechnology.com]

Sent: Thursday, March 17, 2011 4:47 PM

To: Cobb, Dallas L MCF:EX

Cc: Marc Charalambous; Noelle Wang

Subject: strongsafesupported.com Hosting Fee

Hi Dallas,

I have the unfortunate task of bringing up a billing oversight on our end of the original contract for the strongsafesupported.com website.

For one reason or another the recurring billing fee for the hosting was not entered into our accounting system nor have we been invoicing for this service since launghing them.

Pages

I'm wondering if this recurring cost was originally factored into your budget at the time of delivery and how we can best go about getting this cost and invoicing on track. The typical hosting costs are approx. \$65.00 p/m for the Expression back end and \$35.00 p/m per domain. The retroactive charges would round out at roughly \$2,800.00 if we look at mid to late 2008 as launch date. That said, this was our oversight and we are happy to work with you on a number that is manageable.

let me know your thoughts and we will work something out that makes sense to both parties.

Again - my most sincere apologies for springing this unfortunate matter on you so late in the game.

Best,

- Rod

CFD -2011-00973 Page10

## Guetchev, Francesca MCF:EX

From:

Humphreys, Karen MCF:EX

Sent:

Thursday, March 24, 2011 10:32 AM

To:

Guetchev, Francesca MCF:EX

Subject:

RE: Backbone Technology

Okay - Here's how the \$3,318.00 coding block should look:

Line 1: Sept08 - Jun10 @ \$2,310 (This figure is made up of \$1430 + \$770 + \$110)

18XTA,14011,6701,1800000

Line 2: Jul10 - Mar11 @ \$900 (Made up of \$585 + \$315) 18XTA.14011.6701.1800000

Line 3: Julio-Marii HST @ \$108 180CG.00000.1575.1800000

Hope this helps.

Karen Humphreys

Team Lead-Accounts Payable / BMO Corporate Card Coordinator

Accounting Operations, Finance and Procurement

Ministry of Children & Family Development

Phone: (250) 356-0649 Fax: (250) 387-7045

Mailing Address: PO Box 9769, Stn Prov Govt, Victoria, BC V8W 955

From: Guetchev, Francesca MCF:EX

Sent: Thursday, March 24, 2011 10:12 AM

To: Humphreys, Karen MCF:EX Subject: RE: Backbone Technology

I'm not too sure, I went to ask Karen what to put on the coding block and she said 6701 if that helps

#### Francesca Guetchev

Executive Assistant to Executive Director Jonathan Barry Deputy Minister's Office - (250) 387-1745
Ministry of Children and Family Development
Francesca.Guetchev@gov.bc.ca

When the power of love overcomes the love of power the world will know <u>peace.</u>
-Jimi Hendrix

From: Humphreys, Karen MCF:EX Sent: Thursday, March 24, 2011 10:10 AM To: Guetchev, Francesca MCF:EX

Subject: FW: Backbone Technology

One more question....

Is the web hosting service going to be coded differently from the Administration costs or will it all be coded to the same expenditure line?

Karen Humphreys

Team Lead-Accounts Payable / BMO Corporate Card Coordinator Accounting Operations, Finance and Procurement

CFD -2011-00973 Page11 Ministry of Children & Fal ) Development

Phone: (250) 356-0649 Fax: (250) 387-7045

Mailing Address: PO Box 9769, Stn Prov Govt, Victoria, BC V8W 955

From: Guetchev, Francesca MCF:EX Sent: Thursday, March 24, 2011 9:47 AM

To: Humphreys, Karen MCF:EX Subject: FW: Backbone Technology

#### Francesca Guetchev

Executive Assistant to Executive Director Jonathan Barry Deputy Minister's Office - (250) 387-1745

Ministry of Children and Family Development

Francesca.Guetchev@gov.bc.ca

When the power of love overcomes the love of power the world will know <u>peace</u>, -Jimi Hendrix

From: Francesca.Guetchev@gov.bc.ca [mallto:Francesca.Guetchev@gov.bc.ca]

Sent: Thursday, March 24, 2011 9:46 AM

To: Guetchev, Francesca MCF:EX

Subject:



| Minister Develops PAR NUMBER: | of Children and Fa<br>ment – Attn: Chet | yll Smith DATE   | nt Ringwood                       |                  |
|-------------------------------|---|------------------|-----------------------------------|------------------|
| 250.356.5                     | 2920<br>Service Agreement               | TOTAL            | 1/2008<br>NO. OF PAGES INCLUDING. | G COVIBE         |
| ☑ ORGIONT                     | ☑ FOR REVIEW                            | ☐ PLEASE COMMENT | ☐ pleash ribply                   | ☐ PLHASE RECYCLE |

Dear Ms. Smith,

Please find attached a copy of the General Service Agreement dated April 24, 2008, initialed and signed as per your request. Three copies were mailed out already on the signing date; this copy is for your quick reference only until the originals arrive.

If you have any questions or need more information, please feel free to contact me at 604.713.8560 during the week, between 9am and 5pm, or via small at kat@backbonetecnology.com at your convenience.

Sincerely,

Kat Ringwood Office Manager

Had Rogmond

## General Service Agreement

Ministry Contract No.

XTA173628



The Best Place on Earth HER MAIESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by AND Minister of Children and Family Development Maro Charalambous (the "Province", "we", "us", or "our" as applicable) at the following address: (the "Contractor", "you", or "your" as applicable) at the following address: 765 Broughton Street, 4th floor Backbone Technology Inc.

|  | Victoria, BC   | Suito 200 - 440 Westing<br>Vancouver, BC   | g Hastings Street  |
|--|--|--|--|
|  | Postal Codo: V8W 1E2 Fax Number: (250) 356-  | 1920 Postal Code: V6B II   | LI f'ax Number: (604) 605-0964   |
|  | THE PARTIES AGREE'I'O THE TERMS OF THE AGREEMEN SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):   | I SET OUT ON THE ATTACH  | IED PAGES OF THIS DOCUMENT AND IN THE  |
| ĺ  | SCHEDULE A - Services  |  |  |
|  | Services:<br>MCFD website redesign services including, but not limited to, the desi  | n of the ministry's "tanding" and '  | "welcome" pages.   |
|  |  |  |  |
|  |  | 9  |  |
| -  |  |  |  |
|  | Tenn Start Date: April 28, 2008  | End Date: May 30,  | 2008   |
| l  | SCHEDULE B - Feen and Expenses Fees: \$18,000  | Expenses: \$2,000  |  |
|  | Maximum Amount: \$20,000   |  |  |
|  | THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT  | IFATTACHED:  |  |
| ŧ  |  |  | ( <b>●</b> )   |
|  |  | EDULE E - Privacy Protection<br>EDULE F - Additional Terms   | SCHEDULE G Security  |
| THE PERSON NAMED IN COLUMN NAM |  | SIGNED AND DELIV   | ERED   |
|  | SIGNED AND DELIVERED on the day of ,20 on behalf of the Province by its duly   | SIGNED AND DELIVE on the 24 day of APA   | ERED  8, 2008 by or un behalf of the Contractor (or by its authorized  |
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|              |             |                 | FOR  | ADMINISTRATIV | 'E PURPOSES | ONLY  | **           |          |  |
|--------------|-------------|-----------------|------|---------------|-------------|-------|--------------|----------|--|
| MINISTRY CON | TRACT KO.:  |                 | REQU | IISITION NO:  |             | Co    | омморіту соі | DE:      |  |
| CLIENT:      | 039         | RESP<br>CENTRE: | XTA  | SERVICE LINE: | 14011       | STOB: | 6701/02      | PROJECT: |  |
| CONTRACTO    | R INFORMATI | ON WCB NO.:     |      | SUPPLIER      | ' NO.;      |       | TEL. NO.:    |          |  |
| E-MAIL ADDRI | :SS:        |                 |      |               |             |       |              |          |  |

#### TERMS OF GENERAL SERVICE AGREEMENT

#### CONTRACTOR'S OBLIGATIONS

- You must provide the services described in Schedule A (the "Servicus") 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.
- 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 abligations under this
  Agreement, including the license under section 14.
- Unless otherwise specified in this Agreement, you must perform
  the Services to a standard of care, skill, and diligence maintained
  hy persons providing, on a commercial basis, services similar to
  the Services.
- 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.
- You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
- 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.
- 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 my 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")).
  - (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".

- 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,
  - (h) If it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (o) if it is information in any incorporated Material.
- 10. You must
  - (a) make reasonable scourity arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Scourity Schedule, if attached as Schedule G.

- 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.
- 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.
- We exclusively own all intellectual property rights, including copyright, in
  - (n) 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, irrayocable, 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.
- You must comply with the Privacy Protection Schedule, if attached as Schedule B.
- 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, cuttined 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 emission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
- You must not ussign 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.
- 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 purson and your duties to us
  under this Agreement.
- 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.
- Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 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.
- If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Seltedule 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 your 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.

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

#### GENERAL

- 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 onter into and execute this Agreement on your behalf without affixing your common seal.
- We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

- '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.
- Any notice contemplated by this Agreement, to be effective, must be in writing and either
  - (a) sont by fax to the addressed's fax number specified in this Agreement,
  - (b) delivered by hand to the addresseo's address specified in this Agreement, or
  - (o) mulied by prepaid registered mail to the addressed's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Bither 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.
- No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 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.
- 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.
  - (e) "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.
- If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

General Service Agreement Schedule B - Fees and Expenses Term: April 28 - May 30, 2008

#### Contract #XTA173628 - Backbone Technology Inc.

- Fees will be payable to the Contractor at a rate of \$105 per hour in accordance with Schedule A, for those days of the term during which the Contractor is engaged in the fulfilment of his/her obligations under this Agreement.
- 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 \$18,000.
- 3. The following expenses will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of the Minister, necessarily incurred by the Contractor in the fulfilment of his obligations under this Agreement:
  - a) travel, accommodation and meal expenses when away from Vancouver, BC on the same basis as we pay our Group 2
    employees when they are on travel status; and,
  - b) your actual long distance telephone, fax, postage and other identifiable communications expenses.
- 4. Notwithstanding paragraph 3 of this Schedule in no event will expenses payable to the Contractor in accordance with paragraph 3 of this Schedule exceed, in the aggregate \$2,000.
- 5. The total aggregate for the contract is \$20,000.
- 6. In order to obtain payment of any fees and expenses under this Agreement, you must deliver to us a written statement of account for the period from and including the 1<sup>st</sup> day of each month to and including the last day of that month, 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;
  - 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 of identification; and,
  - g) any other billing information reasonably requested by us.

THIS IS TO CERTIFIY THAT THE SERVICES PURCHASED HEREBY ARE FOR THE USE OF, AND ARE BEING PURCAHSED BY, MINISTRY FOR CHILDREN AND FAMILY DEVELOPMENT WITH CROWN FUNDS, and ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX.

# Cheral Service Agreement



Ministry Contract No.

XTA173628

BRITISH COLUMBIA The Best Place on Earth

Revised 2005/6

| HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by   |   |
|--|---|
| Minister of Children and Family Development  | Marc Charalambous   |
| (the "Province", "we", "us", or "our" as applicable) at the following address: 765 Broughton Street, 4 <sup>th</sup> floor Victoria, BC  | (the "Contractor", "you", or "your" as applicable) at the following address:  Backbone Technology Inc. Suite 200 - 440 Westing Hastings Street Vancouver, BC  |
| Postal Code: V8W 1B2 Fax Number; (250) 356-2920  | Postal Code: V6B ILI Fax Number: (604) 605-0964   |
| THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):   | OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE   |
| SCHEDULE A - Services  |   |
| Services:  MCFD website redesign services including, but not limited to, the design of the services including in the services including.   | e ministry's "landing" and "welcome" pages.   |
|  |   |
|  |   |
|  |   |
| The Control of the Co | The Date - May 20, 2000   |
| Term Start Date: April 28, 2008  SCHEDULE B - Fees and Expenses  | End Date: May 30, 2008  |
| Fees: \$18,000   | Expenses: \$2,000   |
|  | ,   |
| Maximum Amount: \$20,000   |   |
| Maximum Amount: \$20,000  THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A  | TACHED:   |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A' SCHEDULE C - Approved Subcontractor(s) SCHEDU   | TACHED:<br>LE E – Privacy Protection SCHEDULE G – Security<br>LE F – Additional Terms   |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A' SCHEDULE C - Approved Subcontractor(s) SCHEDU   | LE E - Privacy Protection SCHEDULE G - Security   |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF AT SCHEDULE C - Approved Subcontractor(s) SCHEDU SCHEDULE D - Insurance SCHEDU SCHEDU On the day of , 20 on behalf of the Province by its duly   | EE-Privacy Protection EF-Additional Terms  SIGNED AND DELIVERED on the day of ,20 by or on behalf of the Contractor (or by its authorized   |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A' SCHEDULE C – Approved Subconfractor(s) SCHEDULE D – Insurance SIGNED AND DELIVERED  | LE E - Privacy Protection SCHEDULE G - Security LE F - Additional Terms  SIGNED AND DELIVERED   |
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| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A'  SCHEDULE C - Approved Subcontractor(s) SCHEDU  SCHEDULE D - Insurance SCHEDU  SIGNED AND DELIVERED  on the day of ,20 on behalf of the Province by its duly authorized representative  Signature:  Print name:  READ TERMS ON THE ATTACHED PAGES OF THE  | SCHEDULE G – Security  E E – Privacy Protection  E F – Additional Terms  SIGNED AND DELIVERED  on the day of ,20 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor (sea corporation)  Signature(s):  Print name(s): MARC CHARAM MESONES.  S DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE  RATIVE PURPOSES ONLY |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF A'  SCHEDULE C - Approved Subcontractor(s) SCHEDU  SCHEDULE D - Insurance SCHEDU  SIGNED AND DELIVERED  on the day of ,20 on behalf of the Province by its duly authorized representative  Signature:  Print name:  READ TERMS ON THE ATTACHED PAGES OF THE FOR ADMINIST   | SCHEDULE G - Security  E E - Privacy Protection  E F - Additional Terms  SIGNED AND DELIVERED  on the day of ,20 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor (sea comporation)  Signature(s):  Print name(s):  |
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#### TERMS OF GENERAL SERVICE AGREEMENT

#### CONTRACTOR'S OBLIGATIONS

- 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 "Temt"), regardless of the date of execution or delivery of this Agreement.
- 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.
- 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.
- 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.
- You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
- 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.
- 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")),
  - (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".

- 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
  - (o) 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.

- 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.
- 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.
- 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.
- You must comply with the Privacy Protection Schedule, if attached as Schedule B.
- 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.
- 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.
- 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.
- You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- 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.
- Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
- 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.
- 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
  - (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.

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

- 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.
- 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
  - (o) 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.
- No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 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.
- 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,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (e) "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.
- If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

General Service Agreement Schedule B - Fees and Expenses Term: April 28 - May 30, 2008

#### Contract #XTA173628 - Backbone Technology Inc.

- 1. Fees will be payable to the Contractor at a rate of \$105 per hour in accordance with Schedule A, for those days of the term during which the Contractor is engaged in the fulfilment of his/her obligations under this Agreement.
- 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 \$18,000.
- 3. The following expenses will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of the Minister, necessarily incurred by the Contractor in the fulfilment of his obligations under this Agreement:
  - a) travel, accommodation and meal expenses when away from Vancouver, BC on the same basis as we pay our Group 2
    employees when they are on travel status; and,
  - b) your actual long distance telephone, fax, postage and other identifiable communications expenses.
- 4. Notwithstanding paragraph 3 of this Schedule in no event will expenses payable to the Contractor in accordance with paragraph 3 of this Schedule exceed, in the aggregate \$2,000.
- 5. The total aggregate for the contract is \$20,000.
- 6. In order to obtain payment of any fees and expenses under this Agreement, you must deliver to us a written statement of account for the period from and including the 1<sup>st</sup> day of each month to and including the last day of that month, 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 of identification; and,
  - g) any other billing information reasonably requested by us.

THIS IS TO CERTIFIY THAT THE SERVICES PURCHASED HEREBY ARE FOR THE USE OF, AND ARE BEING PURCAHSED BY, MINISTRY FOR CHILDREN AND FAMILY DEVELOPMENT WITH CROWN FUNDS, and ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX.

SEARCH



Ministry of Children and Family Development



Government kaarminida

Head all later



Madia Room

Message from Linux Rold Minister of State for Ghild Care

#### **Important Phone** Numbers

**Bullying Help Line** 1-888-456-2323

Child Abuse Hotline 1-800-387-KIDS (5437)

Child Disability Resource Link 1-868-348-4861

Family Violence Info Line 604-1818 (toll-free, 24/7)

Kida Help Phone 1-800-668-6868

Parent Information Line 1-868-714-KIDS (5437)

# Strong

For Parents

Programs & Services: 14 to administration of the college and the

#### is situ Your

Child Care Subsidy, Find a Day Care, Adoption, Wednesday's Child, Felal Alcohol Specirum Disorder, Family Support for Children with Disabilities, Bullying Prevention, internet Safety, Family Violença Pravantion, Parant Link Contres

For Kids

badguypatrol.ca, teamherces.ca

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For Aboriginal Peoples

Melis and Non-Status Bursary, Delegated First Nations Agencies, Aboriginal Youth, Family Violence

## For Youth

Advancing Futures Bureary, Alberta Yout Networks, Great Kids Awards, Family Vic weron2u.ca, Bullying, Aboriginal Youth

#### For Professionals

Fetal Alcohol Specimin Disorder, Child C Resources for Staff, Child Care Worker E Child Care Licensing and Accreditation, I Violence

View all Programs and !

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Important Phone Numbers

Bullying Help Line 1-888-456-2323

Child Abusa Holling 1-800-387-KIDS (6437).

Child Disabilly Resource Link 1-868-348-4681

Family Violence Info Line 604-1818 (toll-free, 24/7)

Kida Help Phone 1-800-068-0868

Parent Information Line 1-868-714-KIDS (6437)

#### Adoption and Guardianship

provide nurturing, safe environments for their children.

- · Adoption
- Adoption Records
- Guardianship

#### Bullying

- · Parents and Other Adults
- · Youth
- · What Government is Doing
- · Majoriels and Resources
- · Whal's New
- · Finding Help
- Links

#### Child Care

with disabilities and many other programs that support families and communities, enabling

- . Child Care Resources for Parents
- . Child Care Professionals
- . Child Care Owners/Operators
- . Child Care Publications

#### Child Welfare

- · What is Child Abuse?
- · How can I help?
- . What happens when I call?
- . The Law
- · Child and Youth Support Program

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#### NEW WEB PAGES FOR Ministry of Children and Family Development (MCFD):

#### INTRODUCTION

- 1. "LANDING" PAGE: This is a page that will be linked off the MCFD main page from a button in the RH column of that page. This will be done by PAB's Online Channel Office (OCO). We (ministry staff) are calling this a Landing page. This is the page that will drive users to our main program areas once they've chosen one that interests them by choosing a program area such as Foster Care, or choosing one of the alternative entry portal tabs such as Parents.
- 2. "WELCOME" PAGES: These pages (15 in total [TBD]) are meant to be inviting and welcoming to users and help them navigate our site more easily than is currently the case. These pages will represent each of our major program areas (10 in total) and alternative portals for specific groups of users (5 in total).

#### LANDING PAGE:

Please see **sample landing page** and work with that layout and design – it doesn't need to be exact but that's the general idea. We will likely wish to keep some **FONTS AND FONT SIZES** like body text, similar to the rest of the ministry site.

#### SIX TABS across the TOP:

- Programs and Services
- Regional Offices
- About Us
- Transformation
- News and Media
- Contact Us

#### **LH Column TOP**

Photo of Minister Christensen Copy beneath as in sample layout

#### **LH Column BOTTOM**

Important Phone Numbers [TBC]

#### **RH Block TOP**

**Image**: this needs to be as seen in the sample page, or at least adapting the front page of the Strong, Safe and Supported document to a visual for that page.

 $(\hat{x})$ 

TABS below image and above main program areas:

- Parents
- Youth
- Aboriginals
- Service Providers
- Professionals

#### RH Block BOTTOM

■ Early Childhood Development

( )

- Child Care
- Children and Youth with Special Needs
- Child Protection
- Foster Care
- Adoption
- Services for Youth
- Youth Justice
- Mental Health
- Community Living BC

#### **WELCOME PAGES:**

Please see **sample welcome page** and work with that layout and design – It doesn't need to be exact but that's the general idea. We will likely wish to keep some **FONTS AND FONT SIZES** like body text, similar to the rest of the ministry site.

**NOTE**: The photo will change for each welcome page and be representative of the program area or alternative entry group.

#### SIX TABS across the TOP:

- Programs and Services
- Regional Offices
- About Us
- Transformation
- News and Media
- Contact Us

#### **LH Column TOP**

- Early Childhood Development
- Child Care
- Children and Youth with Special Needs
- Child Protection
- Foster Care
- Adoption
- Services for Youth
- Youth Justice
- Mental Health
- Community Living BC

#### **LH Column BOTTOM**

Important Phone Numbers

[TBC: numbers will vary according to program area or alternative entry]

#### **RH Block TOP**

**Image**: This photo will vary according to program area or alternative entry group

TABS below image and above main program areas: SAME FOR ALL

- Parents
- Youth
- Aboriginals
- Service Providers
- Professionals

**PROGRAMS and SERVICES:** Welcoming Paragraph [TBC]

(\_)

RH Block BOTTOM: This list will vary according to program area or alternative entry group.

()

#### **Welcome Page for Early Childhood Development**

SIX TABS across the TOP: always the same

LH Column TOP: always the same

#### **LH Column BOTTOM**

**Important Phone Numbers** 

ECD

Telephone in Greater Victoria: 387-7027

Elsewhere In BC call toll-free: 1 877 387-7027

#### **BC Council for Families**

Telephone: 604 660-0675

Toll-free 1 800 663-5638 (Canada/USA)

#### **RH Block TOP**

Image: This photo represents a foster family or sibling group...

TABS below image and above main program areas: always the same

- Parents
- Youth
- Aboriginals
- Service Providers
- Professionals

#### [Welcome Paragraph]

The ministry recognizes that young children's early experiences have a profound impact on their development, health, and well-being that lasts a lifetime. The early years, from conception until age six, are critical for children's neurological, psychological and social development. To support parents and care givers, <u>Early Childhood Development</u> (ECD) provides a range of programs and services designed to ensure children get the best possible start in life.

#### [RH Block bottom]

#### **Programs and Services**

- Early Language & Literacy Ready, Set, Learn
- Family Resource Programs
- Roots of Empathy and Seeds of Empathy
- Bullding Blocks

#### Children with Developmental Delays

The ministry also provides programs and services for children who have or are at risk of developmental delays.

- Infant Development Program
- Aboriginal Infant Development Program
- Supported Child Development Program
- Aboriginal Supported Child Development Program

#### **Initiatives**

ECD initiatives promote and develop awareness of early childhood development through partnerships between MCFD, businesses and non-profit community organizations.

- Aboriginal Early Childhood Development
- Success by 6®
- Children First

#### **Ministry Publications and Related Links**

- Publications
- Related Links

#### **WELCOME PAGE for Foster Care**

( )

[taken from new info. launched in 2 weeks, then we'll have links]

()

SIX TABS across the TOP: always the same

LH Column TOP: always the same

#### **LH Column BOTTOM**

**Important Phone Numbers** 

#### **Child Abuse Helpline**

310-1234

#### **Parent Help Line**

Toll-free 1 888 603-9100

#### **Foster Parent Support Line**

Monday to Friday 4:00 pm - 12:45 am Holidays & Weekends 8:00 a.m. - 12:45 am Toll-free 1 888 495-4440

#### **B.C.** Fosterline

1 800 663-9999

#### **BC Federation of Foster Parents**

Toll-free 1 800 663-9999

#### **Federation of Aboriginal Foster Parents**

Toll-free 1 866 291-7091

#### Federation of B.C. Youth in Care Networks

604 527-7764

#### Representative for Children & Youth

250 356-6710 Toll-free 1 800 476-3933

#### RH Block TOP

**Image**: This photo represents a foster family or sibling group...

TABS below image and above main program areas: always the same

[Welcome Paragraph]

Caring for children is every society's most important job. Foster families play an essential role by providing homes for children whose families are temporarily unable to look after them. It is the responsibility of the Ministry of Children and Family Development (MCFD) to make sure those children and youth who cannot live with their parents have a safe place to live and people to care for them.

(.)

#### [RH Block BOTTOM]

#### **Information for Potential Foster Parents**

- Children and Youth Needing Care
- Becoming a Foster Parent
- Family Care Home Rates
- Foster Care Education Program
- Support for Foster Parents
- · Health and Well-being of Your Foster Child

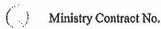
#### Information for Children and Youth in Care

- Information For Children in Care
- Agreements with Young Adults (AYA)
- Youth Education Assistance Program (YEAF)
- Kinnections

#### **Ministry Publications and Related Links**

- Publications
- Related Links

# Cheral Service Agreement





| HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Minister of Children and Family Development                             | AND Marc Charalambous  |
|--|--|
| (the "Province", "we", "us", or "our" as applicable) at the following address: 765 Broughton Street, 4 <sup>th</sup> floor Victoria, BC                    | (the "Contractor", "you", or "your" as applicable) at the following address:  Backbone Technology Inc.  Suite 200 - 440 Westing Hastings Street  Vancouver, BC |
| Postal Code: V8W 1B2 Fax Number: (250) 356-2920  | Postal Code: V6B IL1 Fax Number: (604) 605-0964  |
| THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):   | OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE  |
| SCHEDULE À - Services  |  |
| Services: MCFD website redesign services including, but not limited to, the design of the  | ministry's "landing" and "welcome" pages.  |
| 6. L   |  |
|  | •  |
|  |  |
|  |  |
| Term Start Date: April 28, 2008  | End Date: May 30, 2008   |
| SCHEDULE B - Fees and Expenses   |  |
| Fees: \$18,000   | Expenses: \$2,000  |
|  |  |
| Maximum Amount: \$20,000   |  |
| THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF AT   | TACHED:  |
|  | E E - Privacy Protection SCHEDULE G - Security E F - Additional Terms  |
|  |  |
| SIGNED AND DELIVERED   | SIGNED AND DELIVERED   |
| on the day of ,20 on behalf of the Province by its duly  | on the day of ,20 by or on behalf of the Contractor (or by its authorized  |
| authorized representativo  | signatory or signatories if the Contractor is a corporation)   |
|  |  |
|  |  |
|  |  |
| Signature:   | Signature(s):  |
|  |  |
| Signature:   | Signature(s):  Print name(s):  |
| Print name:  |  |
| Print name:  | Print name(s):  B DOCUMENT AND IN THE SCHEDULES OUTLINED ABOYE   |
| Print name:  READ TERMS ON THE ATTACHED PAGES OF THIS  FOR ADMINISTR   | Print name(s):  S DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE  RATIVE PURPOSES ONLY   |
| Print name:  | Print name(s):  B DOCUMENT AND IN THE SCHEDULES OUTLINED ABOYE  RATIVE PURPOSES ONLY  COMMODITY CODE:  |
| Print name:  READ TERMS ON THE ATTACHED PAGES OF THIS  FOR ADMINISTR   | Print name(s):  B DOCUMENT AND IN THE SCHEDULES OUTLINED ABOYE  RATIVE PURPOSES ONLY  COMMODITY CODE:  |
| Print name:  READ TERMS ON THE ATTACHED PAGES OF THIS  FOR ADMINISTRY  MINISTRY CONTRACT NO.:  REQUISITION NO  CLIENT: 039  RESP CENTRE: XTA SERVICE LINE: | Print name(s):  S DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE  RATIVE PURPOSES ONLY  COMMODITY CODE:  |

#### TERMS OF GENERAL SERVICE AGREEMENT

#### CONTRACTOR'S OBLIGATIONS

- 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.
- 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.
- 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.
- 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.
- You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
- 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.
- 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".

- 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 pennit 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.

- 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.
- 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.
- 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 confinning 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.
- You must comply with the Privacy Protection Schedule, if attached as Schedule B.
- 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.
- 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.
- You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

CFD -2011-00973 Page33

#### **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 Schedulo 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.
- Unless otherwise specified in this Agreement, all references to money are to Canadian dollars,
- 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.
- 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 tenninate this Agreement
  - (a) 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 tenninate 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 tennination. That payment discharges us from all liability to you under this Agreement.

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

#### GENERAL

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

- 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.
- 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,
  - delivered by hand to the addressee's address specified in this Agreement, or
  - (e) mailed by prepaid registered mail to the addresseo'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.
- No modification of this Agreement is effective unless it is in writing and signed by the parties.
- 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, bo referred to and finally resolved by arbitration under the Commercial Arbitration Act.
- 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.
- If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

General Service Agreement Schedule B - Fees and Expenses Term: April 28 - May 30, 2008

#### Contract #XTA - Backbone Technology Inc.

- 1. Fees will be payable to the Contractor at a rate of \$105 per hour in accordance with Schedule A, for those days of the term during which the Contractor is engaged in the fulfilment of his/her obligations under this Agreement.
- 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 \$18,000.
- 3. The following expenses will be paid to the Contractor provided the same are supported, where applicable, by proper receipts and are in the opinion of the Minister, necessarily incurred by the Contractor in the fulfilment of his obligations under this Agreement:
  - a) travel, accommodation and meal expenses when away from Vancouver, BC on the same basis as we pay our Group 2 employees when they are on travel status; and,
  - b) your actual long distance telephone, fax, postage and other identifiable communications expenses.
- 4. Notwithstanding paragraph 3 of this Schedule in no event will expenses payable to the Contractor in accordance with paragraph 3 of this Schedule exceed, in the aggregate \$2,000.
- 5. The total aggregate for the contract is \$20,000.
- 6. In order to obtain payment of any fees and expenses under this Agreement, you must deliver to us a written statement of account for the period from and including the 1<sup>st</sup> day of each month to and including the last day of that month, 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;
  - o) 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;
  - a description of this agreement;
  - f) a statement number of identification; and,
  - g) any other billing information reasonably requested by us.

THIS IS TO CERTIFIY THAT THE SERVICES PURCHASED HEREBY ARE FOR THE USE OF, AND ARE BEING PURCAHSED BY, MINISTRY FOR CHILDREN AND FAMILY DEVELOPMENT WITH CROWN FUNDS, and ARE THEREFORE NOT SUBJECT TO THE GOODS AND SERVICES TAX.

Pre-Approval Process for Communication Management Services (1)

#### Core Policy and Procedures Manual - Chapter 18

#### 18.3.8 Information and Communication

#### a. Communications and Advertising

The Public Affairs Bureau (the Bureau) provides centralized communication management for government. The Bureau determines the roles and responsibilities relating to communications services, materials and paid advertising, and maintains a list of qualified suppliers for full service communications and advertising agencies.

Functional responsibilities vary depending on the type of information or materials required (i.e., informational or statutory as defined in the <u>Communications Materials and Services Policies and Procedures Manual</u>). The Bureau should be consulted regarding specific government requirements.

- Ministries must obtain Bureau sign-off, through the Communications Director assigned to the ministry, for any materials prepared for public consumption, regardless of the medium used.
- 2. Ministries must provide the Public Affairs Bureau, Graphic Design Unit with:
  - an electronic copy of images used for inclusion in the corporate image bank; and
  - a hard copy of all publications produced for inclusion in the corporate publications library.

#### Communications Materials and Services - Policy and Procedures Manual

#### Section 12: Contracted Services

Prior to entering into or signing an agreement or contract that includes in whole or part, potential informational and/or advertising opportunities, the Ministry Program Branch must forward the request for approval to the PAB Ministry Communications Director. PAB Ministry Communications Director submits the request to PAB Corporate Communications Director for approval. The PAB Ministry Communications Director Informs Ministry Program Branch of the decision.

(1) This process replaces MCFDs pre-approval process regarding the purchase of professional services (STOB 60/61) and service delivery contracts (STOB 75, 79, 80)

#### Gabitous, Jason MCF:EX

From: Marc Charalambous [Marcus@backbonetechnology.com]

Sent: Tuesday, April 29, 2008 11:01 PM

To: Mulholland, Lauren PAB:EX

Cc: Gabitous, Jason MCF:EX; Gleeson, Kelly T PAB:EX

Subject: Re: Question re hosting fee

Thanks for the email Lauren.

The hosting fees are typically exclusive of the development agreement, but I assumed that in this case there might be additional room due to the fact that the contract amount is less than the direct award cap. That being said, we can definitely discuss this point in more detail at our meting tomorrow.

On the subject of our meeting, I am flying over to meet with you and your team tomorrow morning as scheduled at 10.30am. I am still unaware of the location thereof as of yet. If you could please email me that would be great. I will try to check mail when I get over there, but I will also be available on my cell phone S22

Thanks in advance, and I look forward t meeting you and getting started on this project.

Regards,

Marcus

Backbone Technology Inc. Suite 200, 440 West Hastings Street Vancouver, BC V6B 1L1

Tel: 604 713 8560 Gel: \$22 Fax: 604 605 0964

On 29-Apr-08, at 4:49 PM, Mulholland, Lauren PAB:EX wrote:

Hi Marcus:

I don't see anything in your contract about a monthly hosting fee. Is there a monthly hosting fee attached to the MCFD contract for the "Landing" page and "Welcome" pages?

Sincerely,

Lauren Mulholland

Lauren Mulholland Public Affairs Officer Ministry of Children and Family Development

Tel: (250) 356-2477 Fax: (250) 356-3007

Email: Lauren.Mulholland@gov.bc.ca