



Treasury Board Submission – Request for Decision

Minister: Honourable Pat Bell

Ministry: Jobs, Tourism and Skills Training and Minister Responsible for Labour

Date: 23/11/2012

Ministry Document #: 16-13

Title: India Market Outreach Strategy

Issue:

As part of the India market outreach strategy, the Province has entered into discussion with the Times Group for BC to host the 2013 Times of India Film Awards (2013 TOIFA) in April 2013.

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s12 A decision is required soon as there is limited time to prepare for the event.

Request:

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Implications and Considerations:

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Background

In 2011 Premier Clark on her trade mission to India announced BC's intention to host the 2013 International Indian Film Academy Awards (IIFA). The IIFA's owner's (Wizcraft) proposal requested \$15 million support from the Province.

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In May 2012, BC submitted a bid of s12 to Wizcraft, who rejected the bid. Wizcraft has not shown any willingness to alter its original proposal, s12

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In June 2012, Bennett Coleman and Company Limited, also known as the Times Group (Times), the largest mass media company in India, approached the Province with a proposal for Vancouver to be the host for the inaugural Times of India Film Awards (TOIFA), a new Indian film awards created by Times. The awards will celebrate Indian films and music and the awards will be chosen using a global on-line voting process. Ministry of Jobs, Tourism, and Skills Training has engaged in several rounds of discussions with Times.

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Benefits of Hosting the Times of India Film Awards Event in British Columbia

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Contact: Dave Byng,
Deputy Minister
(250) 952-0103

A handwritten signature in cursive script, appearing to read "Pat Bell".

Honourable Pat Bell

November 26, 2012

Date Signed

Appendices:

- Appendix A: Framework for Growing India-BC Trade and Investment 2012/13

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Appendix A: Framework for Growing India-BC Trade and Investment 2012/13

Context:

BC's trade and investment efforts in China under *Canada Starts Here: the BC Jobs Plan*, have generated notable success. Since September 2011, trade missions to the Asia Pacific have resulted in key outcomes including significant Chinese investments announced during the Premier's visit there in November, 2011. Most recently (September, 2012), the Premier travelled to China and Hong Kong where BC's cultural ties with these priority markets were reinforced, promoting further investment into, and growing exports out of the province. The Premier also participated in the World Economic Forum, raising the profile of BC both in China, and on the global stage. Building on these successes and this as a model, BC is expanding its efforts with India and is seeking opportunities to create greater awareness of BC's advantages as a trading partner and to increase trade and investment.

India represents many long term opportunities for BC but until recently, BC had made a limited impact in India mainly due to limited resources, a lack of awareness about business opportunities in India among BC companies, and Indian businesses having limited knowledge of the potential of BC as a gateway to North America.

The identification of India as a priority market under the BC Jobs Plan, along with the Premier's November 2011 mission to India, began the process of building relationships and identifying potential partnerships to promote BC as a mature trading partner with India. The Times of India Film Awards (TOIFA) represents a promising and timely opportunity to catalyze BC's renewed focus on India to its advantage and set the stage for future success in this priority market.

Strategic Framework:

Over the next 18 months (to December 2013) BC will continue to explore and build opportunities in India with a renewed focus on priority sectors, as identified in the BC Jobs Plan.



A key element of this framework is the opening of two new BC trade and investment offices in Mumbai and Chandigarh. This will complement our existing office in Bangalore and enable BC to fully tap into the vast potential of opportunities that India represents. A physical presence in these markets is critical to future progress due to the size and complexity of the Indian market. Multiple offices are required to provide adequate sector and geographic coverage to achieve success.

BC's office in Mumbai (India's largest city by population, highest GDP in the country) will further BC's trade efforts in India as it is the primary city for investment decisions regarding natural resources, and is the centre point of India's financial and commercial markets. The BC office in Chandigarh will exploit the strong community linkages between BC and the Punjab, and strengthen ties in the tourism, international education, and agri-foods sectors.

BC's primary objectives for India will be to:

1. **Raise BC's profile with both Indian investors and Indian government:** new offices and hosting of TOIFA and global business forum will assist in increasing trade and investment, and furthering bi-lateral ties with India in priority sectors.
2. **Strategically align BC's competitive advantages with opportunities in India:** i.e. FII office locating in India to explore opportunities for BC wood products in the Indian market; utilizing cultural ties with the Punjab to promote international education and agri-foods priorities through Chandigarh office; leveraging existing relationships (MOUs around mining & education, existing working groups etc.) to deepen ties and promote investment/agreements.
3. **Continue to build on momentum gained from activities supporting BC Jobs Plan priorities:** (including missions, the TOIFA if approved, and other events/trade shows) by targeting and following-up on leads generated up to and including TOIFA event, and using contacts to create new opportunities over the next 18 months.



Opportunity:

India boasts the third largest TV market in the world and has entered an attractive growth phase. It is also becoming a major hub to which quality animation work is being outsourced, and production for high profile Hollywood film projects have taken place here during the last few years, complementing India's thriving "Bollywood" industry. In addition, India and Canada are currently negotiating a highly anticipated co-production treaty.

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Contract # **C13TOIFA-001**

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF Jobs, Tourism and Skills Training**

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the ____ day of **December, 2012**

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the
Minister of Jobs, Tourism and Skills Training
1810 Blanshard Street, 8th floor
Victoria, British Columbia
Canada V8W 9N3
(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

Bennett Coleman and Company Limited
The Times Of India Building, Dr.
Dadabhoy Naoroji Road,; Mumbai;
Maharashtra; 400001
(the "Contractor", "you" or "your" as applicable)
*{The Province requires the corporate registration number and banking
information}*

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement:

- | | | |
|-----|------------------|---|
| (a) | "Contract Price" | means the total aggregate value stipulated in the Schedule B; |
| (b) | "Material" | means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, |

the Contractor as a direct result of this Agreement, but does not include property owned by the Contractor;

- (c) "Personal Information" means recorded information about an identifiable individual.
- (d) "Refund" means any refund or remission of Harmonized Sales Tax (HST) or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement;
- (e) "Services" means the services described in Schedule A;
- (f) "Term" means the start and end date of the Agreement stipulated in Schedule A;

SECTION 2 - APPOINTMENT

- 2.01 The Province retains the Contractor to provide the Services during the Term, both described in Schedule "A".

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contractor, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Contractor pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 The Contractor must:
- (a) apply for any Refund or remission of Harmonized Sales Tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and

- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01. The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - (a) all information, financial statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations; and
 - (d) it has the legal capacity to enter into this Agreement and to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor.
- 4.02 All representations, warranties, covenants and agreements made herein are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation

SECTION 6 - CONTRACTOR'S OBLIGATIONS

- 6.01 The Contractor will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and
- (e) subject to obtaining the prior written approval of the Province concerning form, content and location, the Contractor may post signs acknowledging the Province's participation in the Services.

SECTION 7 - RECORDS

7.01 The Contractor will:

- (a) establish and maintain accounting and administrative records;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) create an online virtual data room on the web and store all the documents or records pertaining to the Services, in order for the Province to inspect, examine and review the same in a manner as deemed appropriate by the Contractor, acting reasonably.

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

SECTION 8 - STATEMENTS AND ACCOUNTING

8.01 Within 3 months of being requested to do so by the Province, the Contractor will:

Provide a statement documenting the expenditure of the Contract Price under this Agreement in form and content satisfactory to the Province.

8.02 At the sole option of the Province, any portion of the Contract Price provided to the Contractor under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Contractor to the Minister of Finance;
- (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.

SECTION 9 - CONFIDENTIALITY

- 9.01 The Contractor will treat as confidential all information or Material supplied to or obtained by the Contractor, or any sub-contractor as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement. The confidentiality obligations of the Contractor shall continue for the Term and will survive the termination of the Agreement for 1 (one) year.
- 9.02 The restrictions on use or disclosure described in clause 9.01 above do not extend to any item of information which:
- a. is publicly known at the time of its disclosure;
 - b. is received from a third party not precluded by law or confidentiality obligations from disclosing the same;
 - c. is published or made known to the public by the Province subsequent to receipt by the Contractor;
 - d. was generated independently of and prior to its receipt from the Province; or
 - e. is required by law or other legal authority to be disclosed in India or any overseas jurisdiction, provided that the Contractor, if legally permissible, gives the Disclosing Party prior notice of the required disclosure so that appropriate protective orders or other legal remedies may be sought, and provided that such information be used only for the purposes for which the order was issued and only to the extent necessary for compliance with the order, and the Contractor will exercise its reasonable efforts to obtain assurance from the third party to whom disclosure is being made that confidential treatment will be accorded to such information.
- 9.03 All records submitted by the Contractor to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

SECTION 10 - DEFAULT

- 10.01 Any of the following events will constitute an Event of Default, namely:
- (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;

- (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (g) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
- (i) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (j) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 11 - TERMINATION

11.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 11.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;
- (b) require the Event of Default be remedied within a period of 30 days;
- (c) suspend any installment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

11.02 The Province may also, at its sole option, terminate this Agreement without cause upon 60 days written notice to the Contractor. The payment of the amount required under paragraph 11.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.

11.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price payable in accordance with the milestone referred to in section 1 of Schedule "B" that has been achieved as of the date of termination, as well as any eligible incurred costs, that are evidenced by paid receipts.

SECTION 12 - DISPUTE RESOLUTION

- 12.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, insurance will be purchased and maintained as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 13.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Contractor will comply with the Workers' Compensation legislation for the Province of British Columbia.
- 13.03 The Contractor will indemnify and save harmless the Province from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly:
- (a) by reason of any failure of the Contractor to deliver the Services as set out in Schedule A, provided that the liability of the Contractor to the Province in this subparagraph (a) will not exceed the aggregate of all amounts payable to the Contractor under Schedule B, and
 - (b) by reason of any third party claim resulting from any act or omission of the Contractor, or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts or omissions of the Province.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 14.01 The Contractor shall be entitled to assign its rights or enter into subcontracts under the Agreement without the consent of the Province.
- 14.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 14.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and assigns.

SECTION 15 - OWNERSHIP

15.01 Any equipment, machinery or other property, provided by the Province to the Contractor as a result of this Agreement will:

- (a) be the exclusive property of the Province; and
- (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

SECTION 16 - NOTICES

16.01 Any written communication from the Contractor to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following contact:

Grant Mackay
Assistant Deputy Minister
Grant.Mackay@gov.bc.ca
(604) 660-6319

16.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following contact:

Mr. Sameer Soni – to be confirmed
TITLE
PHONE NUMBER
EMAIL ADDRESS
{contractor needs to provide details of key contract}

16.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;

16.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 16.01 or 16.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 17 - NON-WAIVER

17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.

17.02 The written waiver by the Province or any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other

provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 18 - ENTIRE AGREEMENT

18.01 This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 19- SURVIVAL OF PROVISIONS

19.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 3.03, 5.03, 7.01, 7.02, 8.02, 9.01, 11.03, 13.03, 15.01, 16.01 to 16.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 20 - MISCELLANEOUS

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 20.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 20.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 20.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 20.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 20.06 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 20.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such

counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

- 20.08 For the purpose of paragraphs 20.09 and 20.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 20.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 20.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

SIGNED AND DELIVERED on behalf
of the Province by an Authorized
Representative of the Province.

(Print Name of Contractor or
Authorized Representative)

(Print Name of Authorized
Representative)

(Signature)

(Signature)

Schedule A - Services

PART 1. TERM:

The term of this Agreement commences on **December 1, 2012** and ends on **December 31, 2013**.

PART 2. SERVICES:

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- (a) to be provided by Province
- (b)
- (c)

CONFIDENTIAL & DRAFT

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Schedule D - Insurance

Without limiting its' obligations or liabilities under this Agreement, and at its' own expense, the Contractor must obtain and maintain insurance which it is required to have by law and insurance which a prudent businessperson conducting similar operations would obtain and maintain to cover the risks it has assumed or may encounter as a result of entering into this Agreement or providing the Services during the Term, and, as applicable, shall cause its subcontractors to obtain and maintain insurance related to the risks of the Services being provided by them.

Where applicable, the Province shall be added as additional insured on insurance policies of the Contractor and its subcontractors.

Within 10 business days of obtaining each relevant policy of insurance, and from time to time if requested by the Province, the Contractor must provide to the Province evidence of the insurance in the form of a completed Province of British Columbia Certificate of Insurance. If requested by the Province at any time, the Contractor must provide to the province certified true copies of the relevant insurance policies.

CONFIDENTIAL & PROPRIETARY

Schedule E – Privacy Protection

Definitions

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

Purpose

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

Collection of personal information

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

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Appendix 1 – Document of Understanding (Events and Activities)

POTENTIAL & DRAFT

Appendix 2 – Recommended Performers and Entertainers to Attend the Times of India Awards Ceremony

Category A+, Male:

- Amitabh Bachchan
- Shah Rukh Khan

Category A+, Female:

- Katrina Kaif
- Kareena Kapoor
- Priyanka Chopra

Category A, Male:

- Ranbir Kapoor
- Akshay Kumar
- Hrithik Roshan
- Salman Khan
- Saif Ali Khan
- Abhishek Bachchan
- Ajay Devgn

Category A, Female:

- Deepika Padukone
- Anushka Sharma
- Sonakshi Sinha

THE TIMES OF INDIA FILM AWARDS: Document of Understanding
(Draft Version)

s12

Pages 54 through 64 redacted for the following reasons:

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(Draft Version)

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Pages 66 through 70 redacted for the following reasons:

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Pages 72 through 76 redacted for the following reasons:

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Pages 79 through 102 redacted for the following reasons:

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TB Minor Meeting Date: November 27, 2012
266428

Confidential

Honourable Pat Bell
Minister of Jobs, Tourism and Skills Training
Room 138 Parliament Buildings
Victoria BC V8V 1X4

Dear Colleague:

Re: India Market Outreach Strategy

I am writing to inform you that Treasury Board has approved up to \$11 million from 2012/13 Contingencies for the India Market Outreach Strategy which includes hosting the Times of India (TOI) Film Awards in Vancouver in April 2013, subject to:

s12

Sincerely,

A handwritten signature in black ink, appearing to read "M. de Jong".

Michael de Jong, Q.C.
Chair

cc: Dave Byng, Deputy Minister
Ministry of Jobs, Tourism and Skills Training

George Farkas, Assistant Deputy Minister and Executive Financial Officer
Ministry of Jobs, Tourism and Skills Training

Contract # C13TOIFA-001

PROVINCE OF BRITISH COLUMBIA
MINISTRY OF Jobs, Tourism and Skills Training

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 12 day of December, 2012

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the
Minister of Jobs, Tourism and Skills Training
1810 Blanshard Street, 8th floor
Victoria, British Columbia
Canada V8W 9N3
(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

BCCL International Events Private Limited
The Times Of India Building, Dr.
Dadabhoy Naoroji Road,; Mumbai;
Maharashtra; 400001
(the "Contractor", "you" or "your" as applicable)
Corporate Identity Number: U74999MH2012PTC237964

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement:

- | | | |
|-----|------------------|--|
| (a) | "Contract Price" | means the total aggregate value stipulated in the Schedule B; |
| (b) | "HST" | means the Harmonized Sales Tax or Goods and Services Tax imposed under Part IX of the <i>Excise Tax Act</i> (Canada); |
| (c) | "Material" | means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard |



disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Contractor as a direct result of this Agreement, but does not include property owned by the Contractor;

- (d) "Personal Information" means recorded information about an identifiable individual.
- (e) "PST" means the Provincial Sales Tax imposed under the Provincial Sales Tax Act (British Columbia);
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the start and end date of the Agreement stipulated in Schedule A;

SECTION 2 - APPOINTMENT

- 2.01 The Province retains the Contractor to provide the Services during the Term, both described in Schedule "A".

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contractor, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Contractor pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.
- 3.03 If required under the applicable laws, the Contractor will:
- (a) apply for any Refund or remission of Harmonized Sales Tax or duty



available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and

- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

4.01. The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:

- (a) all information, financial statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
- (d) it has the legal capacity to enter into this Agreement and to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor and.
- (e) it will be registered for HST purposes and for PST purposes, if required under the applicable law.

4.02. The Province represents and warrants to the Contractor with the intent that the Contractor will rely thereon in entering into this Agreement that:

- (a) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect its ability to fulfill its obligations under this Agreement; and
- (b) it has the legal capacity to enter into this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Province.



- 4.03 All representations, warranties, covenants and agreements made herein are material and will have been relied upon by the Province and the Contractor and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation

SECTION 6 - CONTRACTOR'S OBLIGATIONS

- 6.01 The Contractor will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and
 - (e) subject to obtaining the prior written approval of the Province concerning form, content and location, the Contractor may post signs acknowledging the Province's participation in the Services.

SECTION 7 - RECORDS

- 7.01 The Contractor will:
- (a) establish and maintain accounting and administrative records;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
 - (c) create an online virtual data room on the web and store all the documents or records pertaining to the Services, in order for the Province to inspect, examine and review the same in a manner as deemed appropriate by the Contractor, acting reasonably.
- 7.02 The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Contractor.



SECTION 8 - STATEMENTS AND ACCOUNTING

8.01 Within 3 months of being requested to do so by the Province, the Contractor will:

Provide a statement documenting the expenditure of the Contract Price under this Agreement in form and content satisfactory to the Province.

8.02 At the sole option of the Province, any portion of the Contract Price provided to the Contractor under this Agreement and not expended at the end of the Term shall be:

- (a) returned by the Contractor to the Minister of Finance;
- (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.

SECTION 9 - CONFIDENTIALITY

9.01 The Contractor will treat as confidential all information or Material supplied to or obtained by the Contractor, or any sub-contractor as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement. The confidentiality obligations of the Contractor shall continue for the Term and will survive the termination of the Agreement for 1 (one) year.

9.02 The restrictions on use or disclosure described in clause 9.01 above do not extend to any item of information which:

- (a) is publicly known at the time of its disclosure;
- (b) is received from a third party not precluded by law or confidentiality obligations from disclosing the same;
- (c) is published or made known to the public by the Province subsequent to receipt by the Contractor;
- (d) was generated independently of and prior to its receipt from the Province; or
- (e) is required by law or other legal authority to be disclosed in India or any overseas jurisdiction, provided that the Contractor, if legally permissible, gives the Disclosing Party prior notice of the required disclosure so that appropriate protective orders or other legal remedies may be sought, and provided that such information be used only for the purposes for which the order was issued and only to the extent necessary for



compliance with the order, and the Contractor will exercise its reasonable efforts to obtain assurance from the third party to whom disclosure is being made that confidential treatment will be accorded to such information.

- 9.03 All records submitted by the Contractor to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act* ("FIPPA"). All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

SECTION 10 - DEFAULT

10.01 Any of the following events will constitute an Event of Default, namely:

- (a) the Contractor fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
- (e) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (f) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (g) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
- (h) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (i) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 11 - TERMINATION

- 11.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:



- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 11.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;
 - (b) require the Event of Default be remedied within a period of 30 days;
 - (c) suspend any installment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.
- 11.02 The Province may also, at its sole option, terminate this Agreement without cause upon 60 days written notice to the Contractor. The payment of the amount required under paragraph 11.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 11.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price payable in accordance with the milestone referred to in section 1 of Schedule "B" that has been achieved as of the date of termination, as well as any eligible incurred costs, that are evidenced by paid receipts.
- 11.04 In the event the Province fails to comply with any obligation to make a payment under this Agreement and if the failure to make such payment has not been remedied by the Province within a period of 30 days of the date the payment became due the Contractor shall be entitled to terminate the Agreement with immediate effect following the expiry of that period and upon such termination the provisions of section 11.03 will apply.

SECTION 12 - DISPUTE RESOLUTION

- 12.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, insurance will be purchased and maintained as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 13.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Contractor will comply with the Workers' Compensation legislation for the Province of British Columbia.



13.03 The Contractor will indemnify and save harmless the Province from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or be put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly:

- (a) by reason of any failure of the Contractor to deliver the Services as set out in Schedule A, provided that the liability of the Contractor to the Province in this subparagraph (a) will not exceed the aggregate of all amounts payable to the Contractor under Schedule B, and
- (b) by reason of any third party claim resulting from any act or omission of the Contractor, or of any agent, employee, officer, director or subcontractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts or omissions of the Province.

13.04 Notice of Claim. If the Province intends to seek indemnification under this section 13 from the Contractor in respect of a third party claim (a "Claim") the Province will give the Contractor prompt written notice of such Claim following the commencement of an action by the third party, provided that the failure of the Province to give the Contractor such prompt notice will not relieve the Contractor of its obligations under this section 13, except to the extent that such failure results in a material prejudice to the Contractor's defence to such claims.

13.05 Cooperation. The Province will cooperate with the Contractor and give the Contractor the information, authority, and assistance the Contractor needs to defend against or settle the Claim to the extent permitted by applicable laws. For the purpose of this clause 13.05, Contractor will include the Contractor's Insurers and any authorized agent of the Contractor or its insurers.

13.06 Assumption of Defence. Where appropriate and in the discretion of the Province, the Province will allow the Contractor to control the defence of any Claim and any related settlement at the Contractor's sole cost and expense, provided that where the Province determines that it is not so appropriate, then the Province will control the defence of such Claim and of any related settlement, provided, however, that if the defendants in any such Claim include both the Contractor and the Province, and the Province reasonably concludes that there may be legal defences available to it which are different from or additional to those available to the Contractor, then the Province will have the right to select separate counsel to assert such legal defences or to otherwise participate in the defence of such Claim on behalf of the Province.



- 13.07 Action by the Province. If the Province is entitled to indemnification under this section 13 as a result of a Claim, and if the Contractor fails or chooses not to assume the defence of such Claim, or fails to proceed or conduct the defence of such Claim to the satisfaction of the Province, acting reasonably, the Province may, at the expense of the Contractor, contest or settle such Claim. Except to the extent expressly provided herein, the Province shall not settle any Claim with respect to which it has sought or intends to seek indemnification pursuant to this section 13 without the prior written consent of the Contractor, which consent shall not be unreasonably withheld or delayed.
- 13.08 Settlement. The Contractor shall not settle any Claim with respect to which it may be liable to provide indemnification pursuant to this section 13 without the prior written consent of the Province, which consent shall not be unreasonably withheld or delayed; provided that if the Contractor has reached a settlement agreement with the plaintiff(s) in respect of any such Claim and the Province does not consent to such settlement, then the dollar amount specified in the settlement agreement shall constitute a maximum limit on the indemnification obligation of the Contractor to the Province in respect of such Claim.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 14.01 The Contractor shall be entitled to assign its rights or enter into subcontracts under the Agreement without the consent of the Province.
- 14.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 14.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and assigns.

SECTION 15 - OWNERSHIP

- 15.01 Any equipment, machinery or other property, provided by the Province to the Contractor as a result of this Agreement will:
- (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.




SECTION 16 - NOTICES

- 16.01 Any written communication from the Contractor to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following contact:

Grant Mackay
Assistant Deputy Minister
Grant.Mackay@gov.bc.ca
(604) 660-6319

- 16.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following contact:



Mr. Sameer Soni
Chief Operating Officer FEAM – A division of Bennett Coleman and
Company Ltd.
Sameer.Soni@timesgroup.com



lpc@timesgroup.com


Fax: +91 22 3098 9034

- 16.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 16.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 16.01 or 16.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 17 - NON-WAIVER

- 17.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.
- 17.02 The written waiver by the Province or any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 18 - ENTIRE AGREEMENT

- 18.01 This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.
- 

SECTION 19- SURVIVAL OF PROVISIONS

- 19.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 3.03, 5.03, 7.01, 7.02, 8.02, 9.01, 11.03, 13.03, 15.01, 16.01 to 16.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 20 - MISCELLANEOUS

- 20.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 20.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 20.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 20.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 20.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 20.06 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 20.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 20.08 For the purpose of paragraphs 20.09 and 20.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided



always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".

20.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.

20.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the
Contractor or an Authorized
Representative of the Contractor.

SAMEER SONI

(Print Name of Contractor or
Authorized Representative)

(Signature)

SIGNED AND DELIVERED on behalf
of the Province by an Authorized
Representative of the Province.

Grant Mackay

(Print Name of Authorized
Representative)

Grant Mackay

(Signature)

Schedule A - Services

PART 1. TERM:

The term of this Agreement commences on December 12, 2012 and ends on December 31, 2013.

PART 2. SERVICES:

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A handwritten signature in black ink, consisting of several overlapping, fluid strokes.

Pages 117 through 121 redacted for the following reasons:

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Schedule D - Insurance

Without limiting its' obligations or liabilities under this Agreement, and at its' own expense, the Contractor must obtain and maintain insurance which it is required to have by law and insurance which a prudent businessperson conducting similar operations would obtain and maintain to cover the risks it has assumed or may encounter as a result of entering into this Agreement or providing the Services during the Term, and, as applicable, shall cause its subcontractors to obtain and maintain insurance related to the risks of the Services being provided by them.

Where applicable, the Province shall be added as additional insured on insurance policies of the Contractor and its subcontractors.

Within 10 business days of obtaining each relevant policy of insurance, and from time to time if requested by the Province, the Contractor must provide to the Province evidence of the insurance in the form of a completed Province of British Columbia Certificate of Insurance. If requested by the Province at any time, the Contractor must provide to the province certified true copies of the relevant insurance policies.

A handwritten signature in black ink, consisting of several fluid, overlapping strokes, located in the lower-left quadrant of the page.

Schedule E – Privacy Protection

Definitions

1. In this Schedule,

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

Purpose


2. The purpose of this Schedule is to:

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

Collection of personal information

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

Accuracy of personal information



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

Requests for access to personal information

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

Correction of personal information

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

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information



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

Disclosure of personal information

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

Notice of foreign demands for disclosure

18. In addition to any obligation the Contractor may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Contractor, the Contractor:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Contractor knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
 - (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

21. The Contractor must in relation to personal information comply with:



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


Notice of non-compliance

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

Termination of Agreement

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

Interpretation

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Contractor" in this Schedule includes any subcontractor or agent retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Contractor must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.
30. Nothing in this Schedule requires the Contractor to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.
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Appendix 1 – Documents of Understanding (Events and Activities)

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A handwritten signature or scribble consisting of several overlapping, diagonal lines.

**Appendix 2 – Recommended Performers and Entertainers to Attend
the Times of India Awards Ceremony**

Category A+, Male:

- Amitabh Bachchan
- Shah Rukh Khan

Category A+, Female:

- Katrina Kaif
- Kareena Kapoor
- Priyanka Chopra

Category A, Male:

- Ranbir Kapoor
- Akshay Kumar
- Hrithik Roshan
- Salman Khan
- Saif Ali Khan
- Abhishek Bachchan
- Ajay Devgn

Category A, Female:

- Deepika Padukone
- Anushka Sharma
- Sonakshi Sinha



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Pages 130 through 150 redacted for the following reasons:

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Pages 152 through 155 redacted for the following reasons:

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Page 168 redacted for the following reason:

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