

**ORIGINAL**  
Scanned to e-TRIM  
ARCS-01070-20/28807134

# SERVICE AGREEMENT



For Administrative Purposes Only	
<p>Ministry Contract No.: <u>C14 / 0741</u></p> <p>Requisition No.: <u>      </u></p> <p>Solicitation No.(if applicable): <u>      </u></p> <p>Commodity Code: <u>      </u></p> <p><b>Contractor Information</b></p> <p>Supplier Name: <u>Peter Cameron Consultant Inc</u></p> <p>Supplier No.: <u>064640 - 001</u></p> <p>Telephone No.: <u>604 - 291 - 9117</u></p> <p>E-mail Address: <u>peter-cameron@tclus.net</u></p> <p>Website: <u>-</u></p>	<p><b>Financial Information</b></p> <p>Client: <u>62</u></p> <p>Responsibility Centre: <u>22450</u></p> <p>Service Line: <u>06500</u></p> <p>STOB: <u>6001/02</u></p> <p>Project: <u>2201157</u></p>

## TABLE OF CONTENTS

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

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

## **SCHEDULE A – SERVICES**

**Part 1 - Term**

**Part 2 - Services**

**Part 3 - Key Personnel**

## **SCHEDULE B – FEES AND EXPENSES**

**Part 1 - Maximum Amount Payable**

**Part 2 - Fees**

**Part 3 - Expenses**

**Part 4 - Statements of Account**

**Part 5 - Payments Due**

## **SCHEDULE C – ADDITIONAL TERMS**

## **SCHEDULE D– INDEMNITY**

THIS AGREEMENT is dated for reference the 21<sup>st</sup> day of June, 2013.

BETWEEN:

PETER CAMERON CONSULTANT INC. (the "Contractor") with the following specified address and fax number:

7291 Ridge Drive  
Burnaby, BC V5A 1B4  
Fax: (604) 291-9117

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Education (the "Province") with the following specified address and fax number:

Governance, Legislation and Regulation Division  
Ministry of Education  
PO Box 9146 STN PROV GOVT  
Victoria, BC V8W 9H1  
Fax: (250) 953-4908

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

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

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

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

### Meaning of "record"

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

## 2 SERVICES

### Provision of services

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

### Term

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

### Supply of various items

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

### Standard of care

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

### Standards in relation to persons performing Services

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

### Instructions by Province

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

### Confirmation of non-written instructions

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

### Effectiveness of non-written instructions

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

### Applicable laws

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

### 3 PAYMENT

#### Fees and expenses

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

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

#### Statements of accounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

#### 4 REPRESENTATIONS AND WARRANTIES

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

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

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Security

5.1 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal;
- (b) create and follow a process for limiting access to those persons who are authorized to have access for any Material that includes legal advice, budget information or records related to Treasury Board or Cabinet submissions; and
- (c) if the Contractor becomes aware that unauthorized access, collection, use, disclosure, alteration or disposal of the Material identified in (b) has occurred or is likely to occur, immediately notify the Province of the particulars of that occurrence or likely occurrence.

##### Confidentiality

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

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



#### Public announcements

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

#### Restrictions on promotion

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

### 6 MATERIAL AND INTELLECTUAL PROPERTY

#### Access to Material

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

#### Ownership and delivery of Material

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

#### Matters respecting intellectual property

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

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

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

#### Rights in relation to Incorporated Material

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

### 7 RECORDS AND REPORTS

#### Work reporting

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

## Time and expense records

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

## 8 AUDIT

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

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Province will indemnify the Contractor, the form and content of which indemnity is attached as Schedule D.

### Workers compensation

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

### Personal optional protection

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

### Other Insurance

- 9.4 The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Agreement in the Contractor's sole discretion.

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.2 and 9.3.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or
- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

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

#### Delay not a waiver

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

#### Province's right to terminate other than for default

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement the parties will attempt to resolve the dispute through collaborative negotiation.

## 13 MISCELLANEOUS

### Delivery of notices

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

### Change of address or fax number

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

### Assignment

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

### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person.

### Waiver

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

### Modifications

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

### Entire agreement

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

#### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.3, 3.6, 3.7, 5.1 to 5.4, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

#### Schedules

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

#### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:

- (a) an employee or partner of the Province; or
- (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

#### Personnel not to be employees of Province

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

#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:

- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
- (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

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

Remainder not affected by invalidity

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

Further assurances

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

Additional terms

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

Governing law

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

## 14 INTERPRETATION

### 14.1 In this Agreement:

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

From: Peter Cameron <peter\_cameron@telus.net>  
Subject: Re: Peter Cameron Contract  
Date: 30 July, 2013 6:15:19 PM PDT  
To: "Avison, Claire EDUC:EX" <Claire.Avison@gov.bc.ca>

2 Attachments, 1.9 MB

Claire,

Attached is the file you sent to me on July 26th, containing the draft of my contract, which (as discussed) is satisfactory to me. Also attached is a pdf of the signing page of the contract, complete with my signature. This signature page constitutes execution on my part (per Peter Cameron Consultant Inc.) of the first attachment. Please execute one copy for your own files and return another signed copy of the signature page for my files.

Thanks for your attention to this.



Peter

winmail.dat (174 KB)

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>30<sup>th</sup></u> day of <u>JULY</u>, 2013 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>PETER CAMERON</u></p> <p>Print Name(s)</p> <p><u>PRESIDENT</u></p> <p>Print Title(s)</p> <p><u>PETER CAMERON</u></p> <p><u>CONSULTANT INC.</u></p>	<p>SIGNED on the <u>1</u> day of <u>August</u>, 2013 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature for Claire Avison</p> <p><u>Mary Shaw</u></p> <p>Print Name</p> <p><u>Director, Governance &amp; Legislation</u></p> <p>Print Title</p>
--	--





## **Schedule A – Services**

### **PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on June 21, 2013 and ends on January 31, 2014.
2. The Term may be extended by written agreement of the Parties.

### **PART 2. SERVICES:**

Reporting to the Assistant Deputy Minister of Governance, Legislation and Regulation ("the ADM"), the contractor will:

Serve as chief spokesperson for the government and, subject to agreement of the Board of BCPSEA ("the Board"), serve as chief spokesperson for the accredited bargaining agent in negotiations with the BCTF for the key monetary and policy issues in a renewal collective agreement.

Provide strategic and tactical advice to government with respect to the BCTF bargaining, including response to any job action, subject to the direction of the ADM.

Participate in the development of bargaining objectives, and lead the development of bargaining proposals resulting from the determination of those objectives.

Participate in the development and implementation of bargaining strategies, including legal and communications strategies, related to BCTF bargaining.

Conduct relevant research; liaise with people conducting relevant research in the Ministry and PSEC; and (subject to the agreement of the Board) direct the research of the BCPSEA staff, all for the purpose of supporting bargaining on the key monetary and policy issues.

Liaise with retained legal counsel and PSEC with respect to BCTF bargaining, including participation in instructions to legal counsel with respect to proceedings (not already underway), all subject to the direction of the ADM.

Provide updates and reports proactively to the ADM, and provide reports as required to other government representatives.

Undertake other related activities as agreed with the ADM.

### **PART 3. KEY PERSONNEL:**

The Key Personnel of the Contractor is Peter Cameron.

## Schedule B – Fees and Expenses

### **1. MAXIMUM AMOUNT PAYABLE:**

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$210,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

**Fees:** at a rate of \$225 for each hour provided by the Contractor as Services during the Term.

### **3. EXPENSES:**

#### **Expenses:**

Up to a maximum total of \$10,000,

- a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from 7291 Ridge Drive, Burnaby, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; and
- b. the Contractor's actual long distance telephone, fax, postage and other identifiable communication expenses, excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### **4. STATEMENTS OF ACCOUNT:**

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

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

### **5. PAYMENTS DUE:**

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all

applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

## **TRAVEL EXPENSES FOR CONTRACTORS and COMMITTEE MEMBERS**

(while on travel status within British Columbia) (Appendix 1 to Schedule 'B')

The following are the reimbursement limits for the specified allowable travel expenses. The Contractor or Committee Member must pay all expenses – direct billing to the Province is not allowed except under exceptional circumstances (where a special provision is made in the contract).

Original receipts should be submitted with the expense claim (when receipts are required). Legible photocopies of receipts will be accepted from Contractors only, if the Contractor requires the original for another purpose (e.g. to claim for tax credits).

Please keep in mind that as you will be doing work for the provincial government, and your expenses are being reimbursed by government, you must not be seen to be benefiting personally from the work, such as accepting travel loyalty program benefits.

For the purposes of this appendix, "Traveller" shall include contractors, and committee members appointed by the Ministry.

The Traveller must use the most economical mode of travel and be outside their headquarters area (32 km from home or where they ordinarily perform their services) to be eligible to claim travel, meal and accommodation expenses.

### **1. Meal Allowances:**

Where meals are not provided, the amounts that may be claimed for meals will be based on the applicable rate identified by your Ministry Coordinator or in contract Schedule 'B', either Group 1 or Group 2, as follows:

#### **a) GROUP 1 RATE**

Breakfast only	\$11.75	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$13.50	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$22.75	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$25.25	See above
Breakfast and dinner only	\$34.50	See above
Lunch and dinner only	\$36.25	See above
Full day	\$48.00	

#### **b) GROUP 2 RATE**

Breakfast only	\$22.00	Claim if travel starts before 7:00 AM or ends after 7:00AM
Lunch only	\$22.00	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$28.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$30.00	See above
Breakfast and dinner only	\$36.50	See above
Lunch and dinner only	\$36.50	See above
Full day	\$49.00	

### **2. Private Vehicle Use:**

The private mileage allowance is \$0.52 per km (receipts are not required). This rate can be claimed when using a private vehicle for travel.

### **3. Taxi and Parking:**

Taxi and parking charges may be reimbursed, at cost, with submission of receipts. Tips cannot be claimed.

### **4. Vehicle Rentals:**

The cost of rented vehicles may be claimed, if required in order to perform the Services and approved by the Province.

The Traveller should use the Government of BC Corporate Supply Arrangements (CSAs) it has with:

- Avis Rent A Car Systems Inc.
- Budget Rent a Car of Canada Ltd.
- Enterprise Rent-A-Car Canada Ltd., and
- National Car Rental.

[http://www.pss.gov.bc.ca/csa/categories/vehicle\\_rentals/vehicle\\_rentals\\_daily/vehicle\\_rentals\\_daily.html](http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html)

These CSAs entitle government and authorized Travellers to preferred rental rates. In advance of any rental, the Traveller shall request the Province provide an authorization letter for CSAs rate access and information on the CSA. Use other rental firms only if these firms cannot supply vehicles. Receipts and proof of payment are required.

There shall be no extra costs charged to the Province for Personal Injury Insurance (PII or PAI) and Collision or Loss Damage Waivers (CDW or LDW), already covered in the CSAs.

Report all accidents to the rental agency and the ministry coordinator or contract manager within 24 hours.

### **5. Accommodation:**

- a) The maximum amounts that may be claimed for hotel/motel accommodation are on Page 2. Receipts and proof of payment are required.
- b) Private lodging: \$30 per night may be claimed when private lodging is arranged. No receipt required.

### **6. Airfare:**

Only economy airfare will be reimbursed. Passenger copy of air ticket or itinerary, and proof of payment are required.

### **7. Miscellaneous Expenses:**

Cost of passenger and/or vehicle ferry travel can be claimed if supported by a receipt.

Bridge/highway tolls and airport improvement fees can be claimed without receipt.

Laundry, gratuities, portage and personal internet/phone calls cannot be claimed.

## **ACCOMMODATION RATE THRESHOLDS FOR CONTRACTORS and COMMITTEE MEMBERS**

Daily hotel/motel accommodation stays will be reimbursed at cost, not to exceed the maximum rates by city as set out below. Only the single-person rate for a standard room will be reimbursed. Proof of government-related business may be required when booking to achieve discount rates.

City	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
Vancouver	135	135	135	150	160	160	160	160	160	140	140	140
Burnaby	122	122	125	125	125	125	125	125	125	110	110	110
Coquitlam/Port Coquitlam	110	110	110	120	125	125	130	130	130	130	110	110
Delta	100	100	100	100	115	115	115	115	115	101	101	101
Langley	100	100	100	100	110	110	110	110	110	100	100	100
New Westminster	124	124	124	124	134	134	134	134	134	124	124	124
North Vancouver	100	100	100	100	120	120	120	120	120	100	100	100
Richmond	120	120	120	129	135	135	135	135	135	135	120	120
Surrey	95	95	95	95	100	100	100	100	100	99	95	95
White Rock	100	100	100	100	110	110	110	110	110	100	100	100
Victoria	100	100	100	100	140	140	140	140	140	100	100	100
Greater Victoria*	90	90	100	100	100	119	119	119	119	100	100	100
Castlegar	100	100	100	100	100	100	100	100	100	100	100	100
Cranbrook	90	90	90	90	100	100	100	100	100	90	90	90
Dawson Creek	140	140	140	140	140	140	140	140	140	140	140	140
Fort St John	100	100	100	100	100	100	100	100	100	100	100	100
Kamloops	99	99	99	99	110	110	110	110	110	99	99	99
Kelowna	100	100	100	100	110	125	140	140	125	105	100	100
Nanaimo	95	95	100	100	110	115	115	115	110	100	100	100
Nelson	99	99	99	99	99	119	119	119	119	99	99	99
Penticton	85	85	90	90	90	125	149	149	100	90	90	90
Prince George	105	105	105	105	105	105	105	105	105	105	105	105
Prince Rupert	80	80	80	80	85	85	92	92	92	80	80	80
Terrace	99	99	99	105	105	105	105	105	105	105	105	105
Vernon	90	90	90	90	90	100	100	100	100	90	90	90
Whistler	150	169	150	110	105	105	110	110	110	110	110	150
Other Cities Not Listed	100	100	100	100	109	109	109	109	109	109	100	100

\*Central Saanich, Saanichton, Brentwood Bay, Langford, Colwood, Sidney, Saanich, Esquimalt, Oak Bay.

### **Schedule C – Additional Terms**

1. In addition to the Contractor's obligation in section 5.2 (Confidentiality), the Contractor must keep strictly confidential any legal advice the Contractor receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.
2. Despite section 13.10 (Independent Contractor), the Contractor is an agent of the Province for the limited purpose of providing instructions on behalf of the Province to, and receiving legal advice on behalf of the Province from, the Province's legal counsel.

## Schedule D - Indemnity

### Schedule D - Indemnity

The Province has agreed to grant this Indemnity, on the terms and conditions hereinafter set forth, to the Contractor:

1. The term of this Indemnity will be conclusively deemed to commence on the day upon which the Agreement first became effective and will end on the effective date of termination of the Agreement, provided however, this Indemnity will remain in full force and effect in respect of all acts and omissions covered hereunder occurring during the term.
2. Subject to sections 3, 4 and 6 of this Indemnity, the Province will indemnify and save harmless the Contractor from and against any and all claims, liabilities, losses, damages, costs, charges and expenses which the Contractor may sustain, incur or be liable for in carrying out the Contractor's obligations under the Agreement.
3. The Province will not be obligated to indemnify or save harmless the Contractor from and against any claim, liability, loss, damage, cost, charge, or expense arising out of any act, error or omission of the Contractor that results from the Contractor failing to act honestly or in good faith, or that arises out of any act, error or omission outside the course of the Contractor's obligations, or that arises out of act of negligence by the Contractor, or for any fine or penalty imposed on the Contractor by law, or arising out of a dishonest, fraudulent, criminal or malicious act.
4. The Province will not be obligated to indemnify or save harmless the Contractor in respect of any liability against which the Contractor is entitled to be indemnified pursuant to any valid and collectible policy of insurance. Where a partial indemnity is provided by such insurance the obligation of the Province will be limited to that portion of the liability for which an indemnity is not provided by such policy, subject to the conditions of this Indemnity.
5. In the event the Province indemnifies the Contractor in accordance with this indemnity, the Province will be subrogated to all rights of the Contractor.
6. Upon the Contractor becoming aware of any pending or threatened claim, action, suit or proceeding by which the Province could become liable under this Indemnity, written notice will be given by or on behalf of the Contractor to the Province as soon as is practicable.
7. Subject to section 6 of this Indemnity, the Province will defend, at its expense, any suit, action or proceeding against the Contractor that, if successful, would result in a liability contemplated by section 2 (except in respect of criminal proceedings or any liability for which the Contractor is entitled to be indemnified pursuant to any valid and collectible policy of insurance).
8. This Indemnity will be construed in accordance with and be governed by the laws of the Province of British Columbia.