

*Complete this form and use it as a cover sheet for the draft contract when seeking Finance & Administrative Services Branch pre-approval. May also be used optionally for any other contracts.*

Legal Name of Contractor (verified via BC Online Corporate Registry):  
Backbone Technology Inc.

Contract Number:  
C7/5102

Seconded Name (applicable to Secondment Agreements only):

N/A

Ministry Department, Branch, or Office Name:

Contract Manager:

Campus 2020, Deputy Minister's Office

Chuck Murray

Contract Description (in short, what is it for and why):

Design and development of an interactive website with functionality to support the Campus 2020 public consultation and engagement mandate

**Procurement Process: (CAS Descriptive Flex Field)**

- ☐ 100 = Open Competitive Process
- ☐ 200 = Direct Award – Public Sector Organization
- ☐ 201 = Direct Award – Sole Source
- ☐ 202 = Direct Award – Emergency
- ☐ 203 = Direct Award – Security, Order, etc.
- ☐ 204 = Direct Award – Confidentiality
- ☐ 205 = Direct Award – Notice of Intent
- ☐ 206 = Direct Award – No Justification
- ☒ 207 = Direct Award – Under \$25,000
- ☐ 300 = Direct Invitation to Selected Vendors
- ☐ 400 = Selected Vendor from Pre-Qualification List
- ☐ 401 = Competition Among Vendors on a Pre-Qualification List
- ☐ 500 = Purchase from a Corporate Supply Arrangement
- ☐ 600 = Other Purchase Process  
(eg. secondment agreements, ministerial appointees, appointees to committees, or as recommended by FASB)
- ☐ 602 = Grants and Entitlements

**Agreement on Internal Trade (AIT) Process: (CAS Descriptive Flex Field)**

- ☐ 100 = Purchase Subject to the AIT (all service contracts > \$100,000)
- ☒ 200 = Purchase Below Applicable AIT Threshold  
(all service contracts < \$100,000)
- ☐ 300 = Purchase of an Exempted Commodity/Service  
(eg. grants, contribution agreements, secondment agreements, ministerial appointees, appointees to committees, or as recommended by FASB)
- ☐ 400 = AIT Excluded – Emergency
- ☐ 500 = AIT Excluded – Security, Order, etc.
- ☐ 600 = AIT Excluded – Product Compatibility or Exclusive Rights
- ☐ 700 = AIT Excluded – Procurement of Prototype
- ☐ 800 = AIT Excluded – Regional/Economic Development

**Type of Contract (PO Class):**

- ☐ A = Contribution Agreement (or Letter of Conditions)
- ☒ C = Services
- ☐ C = Systems Related
- ☐ C = Memorandum of Understanding (Interagency Agreement)
- ☐ C = Custom Contract (Approved by FASB & Legal Services Branch)
- ☐ C = Secondment
- ☐ G = Grant (Letter of Award)
- ☐ Other (Please Specify)

Contract Start Date: August 2, 2006

Contract End Date: March 31, 2007

Option to Renew? Yes ☐ No ☒

WCB Coverage Required and

Checked?

Yes ☐  
No ☒

Performance Guarantee or Holdback Required?

Yes ☐  
No ☒

**FOR DIRECT AWARDS OVER \$25,000:**

If this contract is over \$25,000 and has been direct awarded, check off one of the following allowable policy exceptions and provide a further business explanation in the space below:

- ☐ an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process.
- ☐ use of a competitive process would interfere with the ability to maintain security, or order, or to protect human, animal or plant life, or health.
- ☐ the services to be purchased are of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise government confidentiality, cause economic disruption or otherwise be contrary to the public interest.
- ☐ the ministry or office can strictly prove that only one contractor is qualified to perform the services.
- ☐ the contract is with another public or government organization (eg. school districts, post secondary institutions and other gov't-related entities).

Additional rationale to justify the direct award (attach file note, if more space needed):

If this contract is over \$50,000 and has been direct awarded, has a Notice of Intent been issued? Yes ☐ No ☐ *n/a*

Number of contracts awarded to the same contractor by your Branch or Office in the last 12 months: 0

Where required, Finance & Administrative Services Branch (FASB) and ADM, Management Services Branch includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

**FINANCE AND ADMINISTRATIVE SERVICES BRANCH COMMENTS:**

Fees: 11270-18100-1100000-6101 - \$23,360

Exps: 11270-18100-1100000-6102 - \$1,500

**RECEIVED**  
DEC 07 2006

*2/1/06*  
*Finance & Admin 22/10/06*  
*(reviewed by J. Chow)*  
*1st week of Aug*

**THIS AGREEMENT** (the "Agreement") dated for reference the 8th day of August, 2006.

Contract No. C7/5102  
File No. C2020CONT3

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF  
THE PROVINCE OF BRITISH COLUMBIA,**

represented by the Minister of ADVANCED EDUCATION  
(the "Province", "we", "us", or "our") at the following  
address:

Deputy Minister's Office Campus 2020  
3rd Floor – 835 Humboldt  
PO Box 9884  
Victoria, British Columbia V8W 9T6

Contact Person: CHUCK MURRAY  
Telephone Number: 250-387-3429  
Fax: 250-356-5468

AND:

**MARC CHARALAMBOUS dba**

**Backbone Technology**

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

Backbone Technology Inc.  
Suite 401 - 353 Water Street  
Vancouver, BC  
V6B 1B8

Supplier #: 194769

Contact Person: MARC CHARALAMBOUS  
Telephone Number: 604-713-8560  
Cel: 604-657-1046  
Fax: 604-605-0964

**THE PARTIES AGREE TO THE TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT  
AND IN THE SCHEDULES OUTLINED BELOW**

**SERVICES & TERM**

☒ SCHEDULE "A" attached

**FEES & EXPENSES:**

☒ SCHEDULE "B" attached

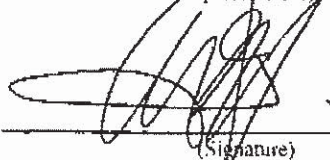
**INSURANCE**☒ Not Applicable☐ SCHEDULE "C" attached**CRIMINAL RECORDS CHECKS**☒ Not Applicable☐ SCHEDULE "D" attached**PRIVACY PROTECTION**☒ Not Applicable☐ SCHEDULE "E" attached**COPYRIGHT ASSIGNMENT  
AND WAIVER OF MORAL RIGHTS**☐ Not Applicable☒ APPENDICES "2" & "3"  
attached

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT ON THE DAY AND YEAR  
AS SET OUT ABOVE.**

**SIGNED AND DELIVERED** by the  
Contractor or an Authorized Representative,

WAVE CHAMBERLAIN S.

(Print name of Contractor or Authorized  
Representative)

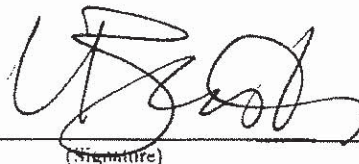


(Signature)

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

Launie Best

(Print name of Authorized Representative)



(Signature)



## TERMS OF SERVICE CONTRACT (GENERAL)

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this agreement. You must provide the Services during the term described in Schedule A, (the "Term"), regardless of the date of execution or delivery of this agreement.
  2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities and approvals and licenses necessary or advisable to perform your obligations under this agreement, including the license under section 14.
  3. Unless otherwise specified in this agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
  4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed, and supervised.
  5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this agreement, you may determine the manner in which the instructions are carried out.
  6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
  7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this agreement, in form and content and for a period satisfactory to us.
  8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this agreement, are
    - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
    - (b) received by you or a subcontractor from us or any other person (the "Received Material").
 In this agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
  9. You must treat as confidential all information in the Material and not permit its disclosure without our prior written consent except
    - (a) as required to perform your obligations under this agreement or to comply with applicable law,
    - (b) if it is information that is generally known to the public other than as result of a breach of this agreement, or
    - (c) if it is information in any Incorporated Material.
  10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
  11. If you receive a request for access to any of the Material from a person other than us, and this agreement does not require or authorize you to provide such access, you must advise the person to make the request to us.
  12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
  13. We exclusively own all intellectual property rights, including copyright, in
    - (a) Received Material that you receive from us, and
    - (b) Produced Material, other than any Incorporated Material, intellectual property rights directly associated or integrated within the Expression system, or any custom code that employs the trade secrets and/ or intellectual property of Backbone Technology Inc.
 Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.
  14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
  15. You must comply with the Privacy Protection Schedule if attached as Schedule E.
  16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule C, if any, as modified from time to time in accordance with our directions.
  17. You must apply for and, immediately on receipt, remit to us any refund or remission of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
  18. You must comply with all applicable laws.
  19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
  20. You must not assign any of your rights under this agreement without our prior written consent.
  21. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule A without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure that any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
  22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this agreement.
  23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.



**PAYMENT**

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

**TERMINATION**

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

**GENERAL**

34. You are an independent contractor and not our employee, agent, or partner
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this agreement on your behalf to enter into and execute this agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This agreement is governed by and is to be construed in accordance with the laws of British Columbia
38. Time is of the essence in this agreement.
39. Any notice contemplated by this agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this agreement,
  - (b) delivered by hand to the addressee's address specified in this agreement, or
  - (c) mailed by prepaid registered mail to the addressee's address specified in this agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this agreement or of any breach by you of this agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this agreement is effective unless it is in writing and signed by the parties.
42. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this agreement ends.
45. The schedules to this agreement are part of this agreement.
46. If there is a conflict between a provision in a schedule to this agreement and any other provision of this agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this agreement.
47. This agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The agreement may be entered into by each party signing a separate copy of this agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this agreement,
- (a) the words "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this agreement, and
  - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties."

## SCHEDULE "A"

### SERVICES (the "Services"):

The Contractor will provide to the Province, the following Services:

#### A. GENERAL OVERVIEW:

Campus 2020: Thinking Ahead is a planning process that will shape the vision, mission, goals and objectives of B.C.'s post-secondary education system for the next 10-20 years. The intent of Campus 2020 is to connect opportunities presented by higher education, training and lifelong learning to the health and sustainability of B.C.'s communities, economy and the province as a whole.

Campus 2020, a Government of British Columbia initiative (the Client), requires a fully developed and designed web site that meets the following general criteria:

##### Interactive Web Site:

- Interactive online survey functionality
- Dissemination of numerous "static" information pieces including but not limited to contextual "think pieces," "framework questions," and "ideas papers"
- Links to contextual, thought-provoking information, including the best and most relevant online post-secondary resources
- Calendaring functionality to provide information about pending forums, workshops, etc; and interactive functionality to receive requests for oral presentations at these events
- Functionality to receive a variety of written submissions and other solicited and unsolicited pieces of information
- Ongoing advice and expertise regarding additional elements for consideration including:
  1. "Message Board" with topic threads
  2. Section where submissions from associations and institutions will be posted (with permission)
  3. Moderated "open discussion" forum

#### B. DELIVERABLES AND DUE DATES:

Deliverables	Completion Date (Approximate)
1. Produce three design versions (supplied in Photoshop format) to establish the overall branding, design direction and color palette of the site. Produce final design comps to client specifications.	August 23, 2006
2. Integrate design ideas and final HTML versions with Flash, and where applicable, stock photography.	August 28, 2006
3. Create site architecture based on Campus 2020 site map requirements. Set up articles / content and images (first cut).	August 28, 2006
4. Produce approximately five rounds of revisions to fine-tune evolving requirements and ideas.	August 16 – September 1, 2006
5. Develop the website utilizing Backbone's Expression Web Management System to enable Campus 2020 personnel, project stakeholders, and public to interface with the site.	August 24 – August 31, 2006
6. Host the website on Backbone Technology's server.	September 1, 2006 to March 31, 2007 (approx.)



**C. TECHNICAL REQUIREMENTS:****Multimedia and Design**

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

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"at additional cost" is not in there...

**Site Depth & Content Architecture**

- The web content will consist of copy for the home page, copy for each of the main landing pages for the architecture as presented by the Campus 2020 Secretariat, or its agents (hereafter the "Secretariat"). The Secretariat may add and / or edit and delete content as required. This includes the ability to add as many sections and / or articles as required.
- Backbone Technology will assist in adding and managing content.
- Backbone Technology will use their "Expression" software as a hosting and content management solution during the course of the engagement.

**Online Survey and Data Storage Requirements**

- The final website will be able to process user input (form data, questionnaires, etc.) and be able to store it in a database.
- The system will be developed based on the standard Expression architecture, which supports pluggable, instance-based creation and re-use of survey object as required. In simple terms, administrative users will be able to add and manage as many surveys as required should the need arise.
- At the Secretariat's request and expense (time and material rates) data must be provided in a format that can be imported into an Oracle 10G database.

**Sub-contractors:**

Not Applicable

**D. TERM:** Beginning on AUGUST 2, 2006, and ending on MARCH 31, 2007, (the "Term")

**SCHEDULE "B"****FEES AND EXPENSES****FEES:**

1. Fees will be based on a rate of \$85.00 per hour for HTML development and production, and a rate of \$60.00 per hour for multimedia and design (and in proportioned amount for part hours) and will be payable to the Contractor for those days of the Term during which the Contractor is engaged in the fulfillment of the services under this Agreement.
2. A one-time, flat licensing fee of \$7,500.00 for the use of Backbone Technology's "Expression" software as a hosting and content management solution during the course of the engagement. ✓
3. Notwithstanding paragraphs 1 and 2 of this Schedule in no event will the fees payable to the Contractor in accordance with paragraphs 1 and 2 of this Schedule exceed, in the aggregate, \$23,360.00.

**EXPENSES:**

4. The following expenses, less the Goods and Services Tax (GST) component, to a maximum of \$1,500.00 will be paid to the Contractor, at the approved Group 1 rate (Appendix "1"), provided the same are supported, where applicable, by proper receipts and are, in the opinion of the Province, necessarily incurred by the Contractor in the fulfillment of the services under this Agreement:
  - (b) Travel, accommodation and meal expenses, for travel greater than 32 kilometres away from Vancouver, British Columbia, and
  - (c) Telecommunication charges, postage and other identifiable business communication expenses, at cost.

**TOTAL FEES & EXPENSES:** Not to exceed \$24,860.00

5. Notwithstanding paragraphs 1 through 4 of this Schedule in no event will the fees and expenses payable to the Contractor exceed, in the aggregate, \$24,860.00.
6. The Contractor will submit to the Province monthly, on or after the 1st day of each month and commencing no sooner than August 8, 2006, a written statement of account:
  - (a) Showing the calculation of all fees claimed under this Agreement for the month preceding the month in which the statement is submitted, with all relevant hours and dates, and
  - (b) Listing in reasonable detail and with dates, all expenses claimed under this Agreement for the month preceding the month in which the statement is submitted, and with all applicable receipts attached.

Within 60 days of receiving a written statement of account, as described above, from the Contractor, the Province will pay to the Contractor the fees set out in this Agreement.

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

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



APPENDIX 1 to SCHEDULE 'B'  
**TRAVEL EXPENSES FOR CONTRACTORS**  
 (while on contract travel status within British Columbia)

The following are the reimbursement limits for the allowable travel expenses identified in Schedule 'B'. The Contractor 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) but legible photocopies of receipts will be accepted if the Contractor requires the original for another purpose (e.g. to claim for GST credits).

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

**1. Meal Allowances:**

The amounts that may be claimed for meals will be based on the applicable rate identified in Schedule 'B', either Group 1 or Group 2, as follows:

**a) GROUP 1 RATE**

Breakfast only	\$10.75	Claim if travel starts before 7:00AM or ends after 7:00AM
Lunch only	\$12.50	Claim if travel starts before 12:00 noon or ends after 12:00 noon
Dinner only	\$21.50	Claim if travel starts before 6:00 PM or ends after 6:00PM
Breakfast and lunch only	\$23.25	See above
Breakfast and dinner only	\$32.25	See above
Lunch and dinner only	\$34.00	See above
Full day	\$44.75	Receipts are not required

**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	\$46.00	Receipts are not required

**2. Private Vehicle Use:**

The private mileage allowance is \$0.47 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for contract travel.

**3. Taxi and Parking:**

Taxi and parking charges may be reimbursed. Receipts are not required for taxi use unless daily charges are in excess of \$20.00. Tips cannot be claimed. Parking charges will be reimbursed at cost with submission of the receipt.

**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 Contractor should use the Government of BC Corporate Supply Arrangements (CSAs) it has with Avis Rent A Car System Inc., Budget Rent a Car of Canada Ltd., Discount

Car and Truck Rentals, Dollar Rent A Car, Enterprise Rent-A-Car Canada Ltd., Hertz Canada Ltd., and National Car Rental. These CSAs entitle government and authorized contractors to preferred rental rates. In advance of any rental, the Contractor 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/copies of receipts are required.

Personal Injury Insurance (PII or PAI) and Collision Damage Waivers (CDW) will not be reimbursed.

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

**5. Accommodation:**

a) The maximum amounts that may be claimed for hotel/motel accommodation are:

**Summer (May 1 to September 30):**

- \$115 plus tax in Greater Vancouver (which includes Vancouver, North Vancouver, West Vancouver, Richmond, Delta, Burnaby, New Westminster, Coquitlam, Port Coquitlam, White Rock, and Surrey);
- \$95 plus tax in Greater Victoria (which includes Victoria, Saanich, Esquimalt and Oak Bay);
- \$65 plus tax in Whistler; and
- \$70 plus tax in all other areas of the province.

**Winter (October 1 to April 30):**

- \$80 plus tax in Greater Vancouver;
- \$70 plus tax in Greater Victoria;
- \$80 plus tax in Whistler area; and
- \$65 plus tax in all other areas of the province.

Only the single-person government rate will be reimbursed.

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. Receipts and proof of payment are required.

**7. Miscellaneous Expenses:**

Cost of passenger and/or vehicle ferry travel and highway tolls can be claimed if supported by a receipt. Other miscellaneous expenses incurred when traveling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt. Laundry, gratuities, portage and personal phone calls cannot be claimed.

**8. GST:**

All expense claims submitted by the Contractor shall be Goods and Services Tax (GST) excluded.

## APPENDIX 2: ASSIGNMENT OF COPYRIGHT

Marcus Charalambous

I, Marcus Charalambous, the Contractor, in an Agreement dated August 22/06, 2006 with HER MAJESTY THE QUEEN in Right of the Province of British Columbia as represented by the Minister of Advanced Education (the "Province"), in consideration of the sum of \$ 24,860 payable pursuant to the Agreement set out above, do hereby assign to the Province, all of my rights in the copyright in the Material described in the Agreement and submitted with this assignment.

Executed at Victoria, British Columbia, this 22<sup>nd</sup> day of August, 2006.

SIGNED BY THE Contractor in the presence of:

Greenblade

Witness

)  
)  
)  
)  
)  
)

[Signature]

Signature of Contractor



**(APPENDIX 3)**

To be completed and signed by the individual who is waiving moral rights, and returned to the Province

I, MARCUS CHARALAMBOUS \_\_\_\_\_, (circle one) employee  
 (Name of Individual) sole proprietor  
 subcontractor  
 subcontractor's employee  
director and/or officer

of BACKBONE TECHNOLOGY INC. \_\_\_\_\_  
 (Name of Firm, Company, Society or Institution)

and an author of the Material, as that term is defined in the Province of BC Agreement (Contract Number  
 C7/5102) for

DEPUTY MINISTER'S OFFICE CAMPUS 2020 \_\_\_\_\_  
 (Client Name and Type of Service or Project)

in consideration of my employment, hereby waive, in favour of Her Majesty the Queen in Right of British  
 Columbia (the "Province"), all my moral rights established under the *Copyright Act*, as amended from time to  
 time, in the Material. I further agree not to institute legal proceedings against the Province, or its servants,  
 agents or employees with respect to these moral rights.

SIGNED this day of AUGUST 2006 \_\_\_\_\_  
 (Signing Date)

SIGNED AND DELIVERED in the presence)  
 of: \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )  
 \_\_\_\_\_ )

Denby Greenslade  
 (Signature of Witness)

DENBY GREENSLADE  
 (Printed Name of Witness)

[Signature]  
 (Signature of Individual Waiving Moral Rights)

**Contract Amendment Form**

PROVINCE OF BRITISH COLUMBIA

MINISTRY OF ADVANCED EDUCATION

CONTRACT AMENDMENT

Amendment # 1

Contract Number: C7/5102

This AGREEMENT dated for reference the 14th day of December, 2006.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Advanced Education (herein called the "Province")

OF THE FIRST PART

AND: BACKBONE TECHNOLOGY INC.

(herein called the "Contractor" or "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- a. The parties hereto entered into an Agreement dated for reference the 8<sup>th</sup> day of August, 2006, a copy of which is attached hereto as Appendix "1" (hereinafter called the "Agreement"),
- b. AND WHEREAS the parties have agreed to amend the Agreement.

RECEIVED  
JAN 18 2007  
FINANCE & ADMIN. DEPT.  
MINISTRY OF EDUCATION



-2-

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

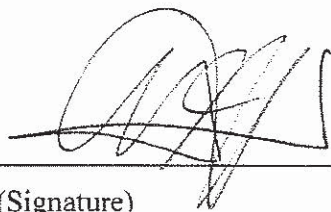
- (1) That Schedule "A" of the Agreement is deleted in its entirety and attached Schedule "A" is substituted.
- (2) That Schedule "B" of the Agreement is deleted in its entirety and attached Schedule "B" is substituted.
- (3) That in all other respects the terms and conditions of the Agreement remain unchanged.

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

SIGNED AND DELIVERED by the  
Contractor or by an Authorized  
Representative

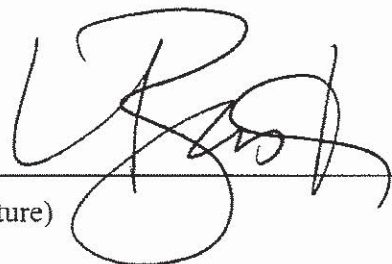
MACE CIMENTALUMPS

(Print Name of Contractor or Authorized  
Representative)

  
\_\_\_\_\_  
(Signature)

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

Laurie Best  
(Print Name of Authorized Representative)

  
\_\_\_\_\_  
(Signature)

## **SCHEDULE "A"**

### **SERVICES (the "Services"):**

#### **A. GENERAL OVERVIEW:**

Campus 2020: Thinking Ahead is a planning process that will shape the vision, mission, goals and objectives of B.C.'s post-secondary education system for the next 10-20 years. The intent of Campus 2020 is to connect opportunities presented by higher education, training and lifelong learning to the health and sustainability of B.C.'s communities, economy and the province as a whole.

Campus 2020, a Government of British Columbia initiative (the Client), requires a fully developed and designed web site that meets the following general criteria:

The Contractor will provide to the Province, the following Services:

#### **The Development of an Interactive Web Site, to include:**

- Interactive online survey functionality
- Dissemination of numerous "static" information pieces including but not limited to contextual "think pieces," "framework questions," and "ideas papers"
- Links to contextual, thought-provoking information, including the best and most relevant online post-secondary resources
- Calendaring functionality to provide information about pending forums, workshops, etc; and interactive functionality to receive requests for oral presentations at these events
- Functionality to receive a variety of written submissions and other solicited and unsolicited pieces of information
- Functionality to present a complex final report with multiple components
- Ongoing advice and expertise regarding additional elements for consideration including:
  1. "Message Board" with topic threads
  2. Section where submissions from associations and institutions will be posted (with permission)
  3. Moderated "open discussion" forum



**B. DELIVERABLES AND DUE DATES:**

<b>DEVELOPMENT (PHASE 1)</b>	
<b>Deliverables</b>	<b>Completion Date (Approximate)</b>
1. Produce three design versions (supplied in Photoshop format) to establish the overall branding, design direction and color palette of the site. Produce final design comps to client specifications.	August 23, 2006
2. Integrate design ideas and final HTML versions with Flash, and where applicable, stock photography.	August 28, 2006
4. Produce approximately five rounds of revisions to fine-tune evolving requirements and ideas.	August 16 – September 1, 2006
5. Develop the website utilizing Backbone's Expression Web Management System to enable Campus 2020 personnel, project stakeholders, and public to interface with the site.	August 24 – August 31, 2006

<b>MAINTENANCE (PHASE 2)</b>	
<b>Deliverables</b>	<b>Completion Date (Approximate)</b>
6. In consultation with Campus 2020 staff, augment and adjust the site to include public input	December 22, 2006

REPORTING (PHASE 3)	
Deliverables	Completion Date (Approximate)
7. In consultation with Campus 2020 staff, adjust the navigation tool on the home page to reflect the progress, current activities and strategic requirements of the Campus 2020 project.	January 8 - 10
8. Rearrange / adjust the menus for easy navigation of the renewed site.	January 8 - 10
9. Launch the Campus 2020 Final Report on the site, with features that enable users to easily navigate the report.	Mid to Late March, 2007
10. Host the website on Backbone Technology's server.	September 1, 2006 to September 30, 2007 (approx.)



## **C. TECHNICAL REQUIREMENTS:**

### **Multimedia and Design**

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

### **Site Depth & Content Architecture**

- The web content will consist of copy for the home page, copy for each of the main landing pages for the architecture as presented by the Campus 2020 Secretariat, or its agents (hereafter the "Secretariat"). The Secretariat may add and / or edit and delete content as required. This includes the ability to add as many sections and / or articles as required.
- Backbone Technology will assist in adding and managing content.
- Backbone Technology will use their "Expression" software as a hosting and content management solution during the course of the engagement.

**Sub-contractors:** Not Applicable

**D. TERM:** AUGUST 2, 2006, to SEPTEMBER 30, 2007 (the "Term")

## SCHEDULE "B"

### FEES AND EXPENSES

1. Fees will consist of the following:
  - (a) A one-time systems licensing fee for the use of Backbone Technology's "Expression" software to be used as a hosting and content management solution \$7,500;
  - (b) A web-site hosting fee of \$500.00 per month to host two web-sites; and
  - (c) General Fees during *Development* and *Maintenance* (Phases 1 and 2) based on a rate of \$85.00 per hour for HTML development and production, a rate of \$60.00 per hour for multimedia and design, and during *Reporting* (Phase 3) a rate of \$75.00 per hour for HTML development and production (and in proportioned amount for part hours) and will be payable to the Contractor for those days of the Term during which the Contractor is engaged in the fulfillment of the services under this Agreement.
2. Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor exceed, in the aggregate, \$35,155.00.
3. No expenses will be paid under this agreement.
4. Notwithstanding paragraphs 1 through 4 of this Schedule in no event will the fees and ~~expenses~~ payable to the Contractor exceed, in the aggregate, \$35,155.00.
5. The Contractor will submit to the Province monthly, on or after the 1st day of each month and commencing no sooner than August 8, 2006, a written statement of account:
  - (a) Showing the calculation of all fees claimed under this Agreement for the month preceding the month in which the statement is submitted, with all relevant hours and dates, and
  - (b) Listing in reasonable detail and with dates, all expenses claimed under this Agreement for the month preceding the month in which the statement is submitted, and with all applicable receipts attached.

Within 60 days of receiving a written statement of account, as described above, from the Contractor, the Province will pay to the Contractor the fees set out in this Agreement.

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

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





MINISTRY OF  
Advanced Education

CONTRACT APPROVAL SHEET  
AMENDED CONTRACTS

CONTRACTOR INFORMATION				DO NOT WRITE IN SHADED AREAS		
Legal Name of Contractor (and Seconded, if applicable): Backbone Technology Inc.				Vendor Site (Supplier Code):		
Contractor Address for Payment: Suite 401 – 353 Water Street Vancouver BC V6B 1B8				Contract Number: C7/5102	Amendment Number: #2	
Ministry Branch/Office Name: Deputy Minister's Office						
<b>CONTRACT TERMS</b>				<b>IF CONTRACT SPANS MORE THAN ONE FISCAL YEAR, DISTRIBUTE TOTAL AMENDED CONTRACT DOLLARS BY FISCAL YEARS.</b> ** Previous year's amount MUST NOT be less than has already been paid out.		
	PREVIOUS DATES/ AMOUNTS	INCREASED (DECREASED) BY	AMENDED DATES/AMOUNTS (Leave Blank if Unchanged)	** PREVIOUS FISCAL YR(S) AMOUNT 20__/20__	CURRENT FISCAL YR AMOUNT 20__/20__	AMOUNT FOR FUTURE FISCAL YR(S) 20__/20__
Start Date	August 2, 2006					
End Date	September 30, 2007		December 31, 2007			
Fee	\$35,155.00	\$1,500.00	\$36,655.00	\$	\$	\$
Expenses	\$N/A	\$	\$	\$	\$	\$
Contract Max (fees & expenses)	\$35,155.00	\$1,500.00	\$36,655.00	\$	\$	\$
<b>Account Coding</b>						
Response Centre	Service Line	STOB(s)	Project Number	Amount		
				\$		
				\$		
<b>Summary of changes to deliverables and/or clauses:</b> The main changes are: Schedule A extension of the website hosting for another three months and extension of the Term to encompass the extension. Contract ceiling price is raised to \$36,655 for web hosting costs.						
<b>Background rationale for amendment:</b> We are in the process of moving content from the Campus 2020 website to our own internal website which AVED will then host. However, until the material can be moved and our site is ready, we need that site up and running. The reason the site can't be hosted in-house is that it was built in a proprietary technology that the ministry does not support. It must be hosted externally until we can migrate the content and recreate the site within the ministry.						



**Contract Manager certification: I certify that this Contract Amendment meets the requirements of ministry contract management policy (Financial Management Policy and Procedures Manual, Chapter 4):**

Contract Manager: (Please Print of Type Name)

Date:

Signature:

Telephone #:

**Finance & Administrative Services Branch (FASB) and ADM, Management Services approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.**

Print or Type name of Contract Administrator:

Telephone number:

FASB Contract Mgmt. Unit or Branch Contract Administrator:

Date:

SEP 24 2007

Comments:

Spending Authority:

Date:

Comments:

Division ADM:

Date:

Comments:

ADM, Management Services:

Date:

Comments:

Deputy Minister:

Date:

Comments:

### INSTRUCTIONS

**CONTRACT MANAGER:** When forwarding the amendment for the above approvals, please attach copies of previous approval sheets, amendments and original contract, as they will be required for obtaining the necessary approvals.

Please forward original Approval Sheet for Amended Contracts together with the signed original Amendment to FASB, Accounts Section immediately after the Amendment has been signed by both parties.

**Contract Amendment Form**

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF ADVANCED EDUCATION  
CONTRACT AMENDMENT**

**Amendment # 2**

**Contract Number: C7/5102**

This AGREEMENT dated for reference the 19<sup>th</sup> day of September, 2007.

BETWEEN: HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Advanced Education (herein called the "Province")

**OF THE FIRST PART**

AND: **BACKBONE TECHNOLOGY INC.**

(herein called the "Contractor" or "Recipient")

**OF THE SECOND PART**

**WITNESS THAT WHEREAS:**

- a. The parties hereto entered into an Agreement dated for reference the 8<sup>th</sup> day of August, 2006, and subsequently amended on 14<sup>th</sup> day of December, 2006, copies of which are attached hereto as Appendix "1" (hereinafter called the "Agreement").
- b. AND WHEREAS the parties have agreed to amend the Agreement.

-2-

c. NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That Schedule 'A', Section 10, Completion Date shall be amended to read as follows: September 1, 2006 to December 31, 2007;
- (2) That Schedule 'A', Part D shall be amended to read as follows: TERM August 2, 2006 to December 31, 2007(the "Term");
- (3) That Schedule 'B' Section 2 shall be amended to read as follows: Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor exceed, in the aggregate, \$36,655;
- (4) That Schedule 'B' Section 4 shall be amended to read as follows: Notwithstanding paragraphs 1 through 4 of this Schedule in no event will the fees and expenses payable to the Contractor exceed, in the aggregate, \$36,655.

SIGNED AND DELIVERED by the  
Contractor or by an Authorized  
Representative

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

MARC CHARALAMBOUS  
(Print Name of Contractor or Authorized  
Representative)

John Kay  
(Print Name of Authorized Representative)

  
(Signature)

  
(Signature)



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PAGE 02/03

**COPY**

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF ADVANCED EDUCATION**

**CONTRACT AMENDMENT  
Amendment # 3**

**Contract Number: C7/5102**

This AGREEMENT dated for reference the 6 day of March 2008.

**BETWEEN:**

**HER MAJESTY THE QUEEN IN RIGHT OF THE  
PROVINCE OF BRITISH COLUMBIA represented by  
the Minister of Advanced Education, (herein called the  
"Province")**

**OF THE FIRST PART**

**AND:**

**Backbone Technology Inc**

**(herein called the "Contractor" or "Recipient")**

**OF THE SECOND PART**

**WITNESS THAT WHEREAS:**

- A. The parties hereto entered in an Agreement dated for reference the 8th day of August, 2006, and subsequently amended on the 14<sup>th</sup> day of December, 2006, and the 19<sup>th</sup> day of September, 2007, a copy of which is attached hereto as Appendix "1" (hereinafter called the "Agreement"),
- B. **AND WHEREAS** the parties have agreed to amend the Agreement.

*W2*

-2-

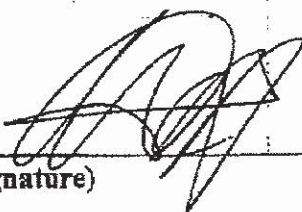
**NOW THEREFORE** in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) The Term of the Agreement shall be amended to read as follows: Start: August 2, 2006 and End: January 31, 2008.
- (2) That in all other respects, the terms and conditions of the Agreement remain unchanged.

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

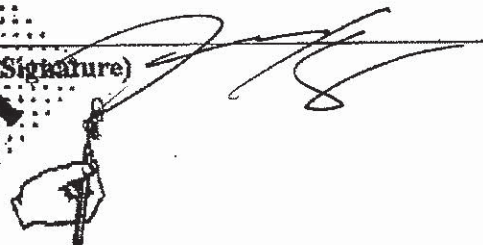
**SIGNED AND DELIVERED** by the Contractor or by an Authorized Representative.

MARC CHARALAMBOW  
(Print Name of Contractor or Authorized Representative)

  
(Signature)

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

JOHN KAY  
(Print Name of Authorized Representative)

  
(Signature)