



## General Service Agreement

COPY

Braidwood Commissions of Inquiry, represented by Thomas R. Braidwood, Q.C., Chief Commissioner (the "Commission", "we", "us", or "our" as applicable) at the following address: 980 – 1500 West Georgia Street Vancouver, British Columbia V6G 2Z6 Fax: 604 660 1207	AND ZIAN H. TSENG (the "Contractor", "you", or "your" as applicable) at the following address: Cardiac Electrophysiology University of California, San Francisco 500 Parnassus Avenue, MU-433, Box 1354 San Francisco, CA 94143-1354, USA Fax: 415 476 6260
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THE PARTIES AGREE TO THE TERMS OF THE AGREEMENT SET OUT ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW (THIS "AGREEMENT"):

### SCHEDULE A - Services

Dr. Tseng will be called as an expert witness as the commission's evidentiary hearings to be held between January and June, 2009. Dr. Tseng's area of expertise is in the area of cardiology and electrophysiology, and he will also be asked to review written materials in advance of his testimony. Preparation time is expected to be a maximum of 20 hours; and appearance time will be up to 10 hours (maximum 30 hours).

Term Start Date: January 1, 2009

Term End Date: June 30, 2009

### SCHEDULE B - Fees and Expenses

The Contractor will receive an Honorarium based on a rate of USD200 per hour.

Expenses related to travel to and from San Francisco will be reimbursed at Group 2 rates.

Honorarium: USD6,000.00

Expenses: USD1,500.00

Maximum Amount: USD7,500.00

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

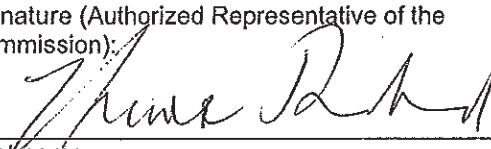
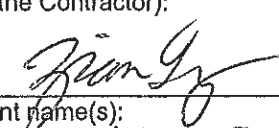
SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

SCHEDULE G - Security

SCHEDULE E - Privacy Protection

<b>SIGNED AND DELIVERED</b> on the <u>7</u> day of <u>APRIL</u> , 2009 on behalf of the Commission by its duly authorized representative  Signature (Authorized Representative of the Commission):  X  Print name: Thomas R. Braidwood, QC	<b>SIGNED AND DELIVERED</b> on the <u>25</u> day of <u>March</u> , 2009 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation) Signature(s) (Contractor or Authorized Representative of the Contractor):  X  Print name(s): ZIAN H. TSENG
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READ TERMS ON THE ATTACHED PAGES OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED ABOVE



## General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

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

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

#### PAYMENT

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Commission 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 Commission 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 Commission or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (c) "we", "us", and "our" refer to the Commission alone and not to the combination of the Contractor and the Commission which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

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ZIAN H. TSENG, M.D., M.A.S.  
ASSISTANT PROFESSOR OF MEDICINE  
CARDIOLOGY / CARDIAC ELECTROPHYSIOLOGY  
PHONE (415) 476-5706  
FAX (415) 476-6260  
E-MAIL: zhtseng@medicine.ucsf.edu

Cardiac Electrophysiology  
500 Parnassus Avenue  
Room MU-433, Box 1354  
San Francisco, CA 94143-1354

February 5, 2009

RECEIVED


FEB 11 2009

Cathy Stooshnov  
Manager, Finance & Administration  
Braidwood Commissions of Inquiry  
980 – 1500 West Georgia Street  
Vancouver, BC V6G 2Z6  
CANADA

Dear Cathy,

Attached please find the invoice for services performed. It was my pleasure and honor to serve the Braidwood Commissions again. Please give my best to Judge Braidwood, Art Vertlieb, and Pat McGowan.

Warm regards,

  
Zian H. Tseng, M.D.



## Braidwood, QC, Commissions of Inquiry

980 -- 1500 West Georgia Street, Vancouver, BC V6G 2Z6

TELEPHONE 604 660 1203 TOLL FREE 1 877 660 1203 | FAX 604 660 1207 TOLL FREE 1 877 660 1207

www.braidwoodinquiry.ca

January 26, 2009

COPY

January 26, 2009

Dr. Zian H. Tseng  
Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354, USA

Dear Dr. Tseng:

### Contract for Services

Attached is a fully-signed copy of your contract for services related to the review of the commission's draft report and recommendations.

Once I receive your invoice in this respect, I will forward it to the provincial government for payment directly to you.

Yours truly,

Cathy Stooshnov  
Manager, Finance & Administration



DATE: January 26, 2009  
To: Brian Price, A/Director, Finance & Admin  
FROM: Cathy Stooshnov, Manager, Finance & Administration  
SUBJECT: Contract # ATMSB091575838 - Dr. Zian H. Tseng

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COPY

Enclosed are two copies of the above contract, together with a contract tracking sheet.

I haven't done a DAJ as this is basically a continuation of the contract Dr. Tseng had already, but we had to make a new one because of the lapse in time.

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



## Cathy Stooshnov

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**From:** Cathy Stooshnov [cathy.stooshnov@braidwoodinquiry.ca]  
**Sent:** January 7, 2009 2:44 PM  
**To:** 'Zian H. Tseng, M.D.'  
**Subject:** New Contract  
**Attachments:** Tseng Contract 2.pdf

Hello Dr. Tseng:

I'm attaching a new contract for the work you are currently undertaking. If you are satisfied with this contract, would you please return three originally-signed copies (with initials on all following pages). Once the contract has been signed on behalf of the commission, I will send you a complete copy for your files.

Note that I have stipulated US dollars on this contract. I have forwarded the details regarding the prior returned cheque to the finance people in Victoria, and have not yet had a response from them, but I will keep you advised.

Let me know if you have any questions on the new contract.

Regards,

---

Cathy Stooshnov  
Manager, Finance & Administration  
Braidwood Commissions of Inquiry  
980 - 1500 West Georgia Street  
Vancouver, BC V6G 2Z6  
Direct: 604 660 1233  
Fax: 604 660 1207  
cathy.stooshnov@braidwoodinquiry.ca  
www.braidwoodinquiry.ca

*This E-mail (and any attachments) contains confidential information intended only for the addressee. If you have received this communication in error, please immediately delete it and either notify the sender at the above email address or by telephone at 604 660 1233. Thank you.*





## General Service Agreement

COPY

Braidwood Commissions of Inquiry, represented by  
Thomas R. Braidwood, Q.C., Chief Commissioner  
(the "Commission", "we", "us", or "our" as applicable)  
at the following address:  
980 – 1500 West Georgia Street  
Vancouver, British Columbia V6G 2Z6  
Fax: 604 660 1207

AND  
ZIAN H. TSENG  
(the "Contractor", "you", or "your" as applicable) at the  
following address:  
Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354, USA  
Fax: 415 476 6260

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

### SCHEDULE A - Services

The Contractor will review draft sections of the commission's report to ensure medical conclusions are correct, and that any recommendations pertaining to medical issues are justified by the contents. The time required for the task will be approximately 16 hours.

Term Start Date: December 30, 2008

Term End Date: January 16, 2009

### SCHEDULE B - Fees and Expenses

The Contractor will receive an Honorarium in the amount of USD3,200.00 based on a rate of USD200 per hour.

Honorarium: USD3,200.00

Expenses: n/a

Maximum Amount: USD3,200.00

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

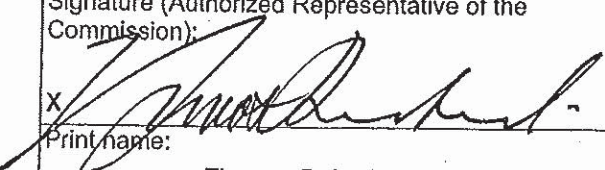
SCHEDULE G - Security

SCHEDULE E - Privacy Protection

### SIGNED AND DELIVERED

on the 26 day of Jan., 2009 on behalf of the  
Commission by its duly authorized representative

Signature (Authorized Representative of the  
Commission):

X   
Print name:

Thomas R. Braidwood, QC

### SIGNED AND DELIVERED

on the 15<sup>th</sup> day of January, 2009 by or on behalf  
of the Contractor (or by its authorized signatory or  
signatories if the Contractor is a corporation)

Signature(s) (Contractor or Authorized Representative  
of the Contractor):

X   
Print name(s):

ZIAN H. TSENG, M.D.

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



## General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.



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

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

#### PAYMENT

25. If you comply with this Agreement, we must pay you
  - (a) the fees described in Schedule B, and
  - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Commission 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.
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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*.
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  - (c) "we", "us", and "our" refer to the Commission alone and not to the combination of the Contractor and the Commission which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.





## General Service Agreement

COPY

Braidwood Commissions of Inquiry, represented by  
Thomas R. Braidwood, Q.C., Chief Commissioner  
(the "Commission", "we", "us", or "our" as applicable)  
at the following address:

980 – 1500 West Georgia Street  
Vancouver, British Columbia V6G 2Z6  
Fax: 604 660 1207

AND

ZIAN H. TSENG

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

Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354, USA  
Fax: 415 476 6260

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

### SCHEDULE A - Services

The Contractor will review draft sections of the commission's report to ensure medical conclusions are correct,  
and that any recommendations pertaining to medical issues are justified by the contents. The time required for  
the task will be approximately 16 hours.

Term Start Date: December 30, 2008

Term End Date: January 16, 2009

### SCHEDULE B - Fees and Expenses

The Contractor will receive an Honorarium in the amount of USD3,200.00 based on a rate of USD200 per  
hour.

Honorarium: USD3,200.00

Expenses: n/a

Maximum Amount: USD3,200.00

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE F - Additional Terms

SCHEDULE D - Insurance

SCHEDULE G - Security

SCHEDULE E - Privacy Protection

### SIGNED AND DELIVERED

on the 26 day of Jan, 2009 on behalf of the  
Commission by its duly authorized representative

Signature (Authorized Representative of the  
Commission):

X

Print name:

Thomas R. Braidwood, QC

### SIGNED AND DELIVERED

on the 15<sup>th</sup> day of January, 2009 by or on behalf  
of the Contractor (or by its authorized signatory or  
signatories if the Contractor is a corporation)

Signature(s) (Contractor or Authorized Representative  
of the Contractor):

X

Print name(s):

ZIAN H. TSENG, M.D.

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



## General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

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

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

#### PAYMENT

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

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Commission 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.

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## 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 Commission 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 Commission or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (c) "we", "us", and "our" refer to the Commission alone and not to the combination of the Contractor and the Commission which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

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# General Service Agreement

# COPY

Braidwood Commissions of Inquiry, represented by  
Thomas R. Braidwood, Q.C., Chief Commissioner  
(the "Commission", "we", "us", or "our" as applicable)  
at the following address:

980 - 1500 West Georgia Street  
Vancouver, British Columbia V6G 2Z6  
Fax: 604 660 1207

AND

**ZIAN H. TSENG**

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

Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354, USA  
Fax: 415 476 6260

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

## SCHEDULE A - Services

The Contractor will participate in the commission's public forum on Friday, May 9, 2008 <sup>or</sup> ~~on~~ His  
expertise is in the area of cardiology and electrophysiology, and he will prepare written materials in support of his  
presentation at the forum. Preparation time is expected to be 18 hours; and presentation time will be 2 hours  
(total 20 hours).

**Term Start Date:** April 1, 2008

**Term End Date:** May 10, 2008

## SCHEDULE B - Fees and Expenses

The Contractor will receive an Honorarium in the amount of \$4,000.00 based on a rate of \$200 per hour.  
Necessary and agreed expenses related to travel from San Francisco will be reimbursed at the provincial  
government's Group 2 rates (see Appendix 1).

**Honorarium:** \$4,000.00

**Expenses:** \$1,500.00

**Maximum Amount:** \$5,500.00

**THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:**

**SCHEDULE C - Approved Subcontractor(s)**

**SCHEDULE F - Additional Terms**

**SCHEDULE D - Insurance**

**SCHEDULE G - Security**

**SCHEDULE E - Privacy Protection**

### SIGNED AND DELIVERED

on the 9 day of May, 2008 on behalf of the  
Commission by its duly authorized representative

Signature (Authorized Representative of the  
Commission):

Print name:

Thomas R. Braidwood, QC

### SIGNED AND DELIVERED

on the 9 day of May, 2008 by or on behalf  
of the Contractor (or by its authorized signatory or  
signatories if the Contractor is a corporation)

Signature(s) (Contractor or Authorized Representative  
of the Contractor):

X

Print name(s):

Zian Tseng

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



## General Service Agreement

### CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
  - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
  - (b) received by you or a subcontractor from us or any other person (the "Received Material").In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".
9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
  - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
  - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
  - (c) if it is information in any Incorporated Material.
10. You must
  - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
  - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
  - (a) Received Material that you receive from us, and
  - (b) Produced Material, other than any Incorporated Material.

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

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

#### PAYMENT

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

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Commission 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 Commission 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 Commission or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
  - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
  - (c) "we", "us", and "our" refer to the Commission alone and not to the combination of the Contractor and the Commission which is referred to as "the parties", and
  - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.



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## APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor - expenses cannot be direct billed to the Ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g. to claim for GST credits).

### TRAVEL EXPENSES

The contractor must be outside their headquarters area (32 kilometers from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

1. **Meal Allowances:** Effective March 30, 2008 the following meal allowances can be claimed which must not exceed \$48.25 per day (receipts are not required):

Breakfast only	\$22.00	Cannot claim if travel starts after 7 AM or ends before 7 AM
Lunch only	\$22.00	Cannot claim if travel starts after 12 noon or ends before noon.
Dinner only	\$28.50	Cannot claim if travel starts after 6 PM or ends before 6 PM
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	\$48.25	

2. **Mileage Rates When Using Private Vehicle:** Effective March 30, 2008 the private mileage allowance is \$.49 per kilometer (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas, depreciation, and maintenance.
3. **Taxi and Parking:** Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.
4. **Car Rentals:** The list of rental agencies the government has Corporate Supply Arrangements (CSA) with is listed at the link below. (NOTE – not all locations are covered under CSA). Other rental firms are to be used only when these firms cannot supply vehicles. Contractors and non-employees should ask for the government rate. CSA rates are published on the Internet at the following URL:  
[http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20\(2005\).htm](http://www.pc.gov.bc.ca/mso/IDIR%20Access/Vehicle/Daily/Daily%20Car%20Rental%20Agreements%20(2005).htm).  
Receipts/copies of receipts are required. **PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).
5. **Accommodation:**  
Effective Jan 1, 2007, there is a new policy for business travel accommodation. Accommodation rates are no longer prescribed by government. Rates now vary by property, by month, with each property having its own government discounted rate.  
a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). Contractors should select the most cost effective listed property that meets their requirements (subject to any restrictions outlined in this Agreement) from the List of Properties at the following URL:  
<http://www.pc.gov.bc.ca/travel/Hotels/AccommodationListing/tableofcont.htm>  
Accommodation at properties not on the List of Properties will only be reimbursed with pre-approval from the Contract Manager. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.  
b) **Private lodging** (receipts are not required): \$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).
6. **Airfare:** Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.
7. **Miscellaneous Travel Expenses:** Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other

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miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. **Out-of-Province Travel:** When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved in advance by the respective director, must accompany the expense claim.

#### **OTHER EXPENSES**

1. **Business Expenses** (e.g., all costs associated with meetings, including business and guest meals): Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).
2. **GST:** GST paid by the contractor will not be reimbursed if the contractor has a mechanism to claim input tax credits from Revenue Canada (i.e. the contractor has a GST registration number and his/her livelihood is from contracting). In these cases, when travel receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by contractors will be reimbursed if the contractor does not have a mechanism to claim input tax credits.
3. **Miscellaneous Expenses** (e.g. business telephone/fax calls, newspapers, etc.): Misc. expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager **before** incurring any misc. expenses.



DATE: April 6, 2009  
TO: Brian Price, A/Director, Finance  
FROM: Cathy Stooshnov, Manager, Finance & Administration  
SUBJECT: Contract No. ATMSB091575850 – Dr. Zian H. Tseng

COPY

Attached are two fully-signed copies of a contract for the above expert witness.



## Braidwood, QC, Commissions of Inquiry

980 – 1500 West Georgia Street, Vancouver, BC V6G 2Z6

TELEPHONE 604 660 1203 TOLL FREE 1 877 660 1203 | FAX 604 660 1207 TOLL FREE 1 877 660 1207

www.braidwoodinquiry.ca

COPY

April 6, 2009

Dr. Zian H. Tseng  
Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354, USA

Dear Dr. Tseng:

### Contract for Services

Attached is a fully-signed copy of your contract for services related to your appearance as an expert witness at our Phase 2 hearings.

I notice that you are currently scheduled to appear on Friday, May 1, and we should discuss travel arrangements soon. Perhaps you could email me with the dates and time you want to travel, and I will make the arrangements through the commission's travel agent, as before.

Regards.

Yours truly,

Cathy Stooshnov  
Manager, Finance & Administration  
Direct Line: 604 660 1233  
Email: cathy.stooshnov@braidwoodinquiry.ca



Not responsive

## Cathy Stooshnov

**From:** Cathy Stooshnov [cathy.stooshnov@braidwoodinquiry.ca]  
**Sent:** March 24, 2009 2:24 PM  
**To:** 'Zian H. Tseng, M.D.'  
**Subject:** New Contract  
**Importance:** High  
**Attachments:** Tseng Contract 3.pdf

Dear Zian:

Attached is the contract I have drawn up with respect to the work you are currently undertaking, and your future appearance at our evidentiary hearings.

If this contract is OK, I need to have three originally-signed copies returned to me (with initials on all following pages).

As noted in an earlier email, because of the government's fiscal year end March 31, I should send in invoices as soon as possible for any fees that relate to work done between the period January 1 to March 31, 2009. If it is not possible to have an invoice prepared, perhaps you could let me know the amount and I will make sure that the ministry has this accrued for future payment.

Please call me if you have any questions.

Regards,

---

**Cathy Stooshnov**  
**Manager, Finance & Administration**  
**Braidwood Commissions of Inquiry**  
**980 - 1500 West Georgia Street**  
**Vancouver, BC V6G 2Z6**  
**Direct Line: 604 660 1233**  
**Temporary Line at Courthouse: 604 660 6979**

## Cathy Stooshnov

---

**From:** Cathy Stooshnov [cathy.stooshnov@braidwoodinquiry.ca]  
**Sent:** March 19, 2009 1:14 PM  
**To:** 'Zian H. Tseng, M.D.'  
**Subject:** Fee invoice for March?

Hello Dr. Tseng:

March 31 is the government's fiscal year end, and I need to either submit invoices or determine accrual amounts for contractors.

Patrick McGowan advises me that you have been doing some review work for us since you last invoiced, so I will prepare an extension to your contract to cover this amount.

In the meantime, would you please either send me an invoice for any work up to the end of March – or advise me of how many hours you may have worked on our behalf so that I can include this in the government's accruals.

Thank you,

Regards,

---

Cathy Stooshnov  
Manager, Finance & Administration  
Braidwood Commissions of Inquiry  
980 - 1500 West Georgia Street  
Vancouver, BC V6G 2Z6  
Direct: 604 660 1233  
Fax: 604 660 1207  
cathy.stooshnov@braidwoodinquiry.ca  
www.braidwoodinquiry.ca

*This E-mail (and any attachments) contains confidential information intended only for the addressee. If you have received this communication in error, please immediately delete it and either notify the sender at the above email address or by telephone at 604 660 1233. Thank you.*



UNIVERSITY OF CALIFORNIA, SAN FRANCISCO

BERKELEY • DAVIS • IRVINE • LOS ANGELES • RIVERSIDE • SAN DIEGO • SAN FRANCISCO



SANTA BARBARA • SANTA CRUZ

ZIAN H. TSENG, M.D., M.A.S.  
ASSISTANT PROFESSOR OF MEDICINE  
CARDIOLOGY / CARDIAC ELECTROPHYSIOLOGY  
PHONE (415) 476-5706  
FAX (415) 476-6260  
E-MAIL: zhtseng@medicine.ucsf.edu

Cardiac Electrophysiology  
500 Parnassus Avenue  
Room MU-433, Box 1354  
San Francisco, CA 94143-1354

Cathy Stooshnov  
Manager, Finance & Administration  
Braidwood Commissions of Inquiry  
980 - 1500 West Georgia Street  
Vancouver, BC V6G 2Z6  
Direct: 604 660 1233  
Fax: 604 660 1207

29 December 2008

Dear Cathy,

Attached is a photocopy of the canceled check on which payment was stopped. I deposited the original check of \$550.25 in CAD, but this should have been in USD. This converted to \$414.45 USD, S.22

I hope you can rectify this confusing situation. The amount for this work should be \$550.25 USD + \$82.27 USD reimbursement for stopped check charges = \$632.52 USD.

Thanks for your attention to this matter. Happy New Year.

Sincerely,

A handwritten signature in black ink, appearing to read "Zian H. Tseng".

Zian H. Tseng, M.D.

DEC. 29. 2008 4:29PM 4154766260

NO. 8530 P. 2

BRITISH COLUMBIA

150 YEARS  
The Best Place on Earth

PROVINCE OF BRITISH COLUMBIA GENERAL ACCOUNT

10914359

THE FACE OF THIS CHEQUE HAS A COLOURED BACKGROUND - NOT A WHITE BACKGROUND - THE CHEQUE HAS A WATERMARK OF THE B.C. FLAG - HOLD UP TO A LIGHT TO VIEW.

CENTRAL 1 CREDIT UNION  
1441 CREEKSIDE DRIVE  
VANCOUVER BC V6J 4S7

20081112  
DATE YYYYMMDD

PAY FIVE HUNDRED FIFTY DOLLARS 25CENTS

\$550.25

TOTSENG, ZIAN H  
CARDIAC ELECTROPHYSIOLOGY  
UNIVERSITY OF CALIFORNIA SAN FRAN  
500 PARNASSUS AVENUE MU433 BOX 1354  
SAN FRANCISCO CA 94143-1354  
UNITED STATES OF AMERICA

02475

PAYMENT STOPPED

*Chengyi Yeh*

S.17

Bank of America

BANK OF AMERICA  
ADVICE OF DEBIT

S.22

REFERENCE #

AMOUNT: \$ 481.72  
ACCOUNT NUMBER: S.22  
FBN ITEM(S) RETURNED DUE TO PAYMENT STOPPED  
MAKER: BRITISH COLUMBIA , FEE \$15.00 EA  
RATE 0.8482 . ANY QUESTIONS, CALL 1-800-462-9976

DATE: 12/18/08

ZIAN H TSENG

S.22

PREPARED BY:  
NBK6J1I

CO NO: 0318  
DEPT NO: 0009273

COPY

ZIAN H. TSENG, M.D.  
 ASSISTANT PROFESSOR OF MEDICINE  
 CARDIOLOGY / CARDIAC ELECTROPHYSIOLOGY  
 UNIVERSITY OF CALIFORNIA, SAN FRANCISCO  
 500 PARNASSUS AVENUE  
 ROOM MU-434, BOX 1354  
 SAN FRANCISCO, CA 94143-1354

12 May 08

Braidwood Commissions of Inquiry  
 980 – 1500 West Georgia Street  
 Vancouver, BC V6G 2Z6

Honorarium re testimony at Public Forum on May 9, 2008 \$4,000.00

Expenses:

April 27 – return flight, San Francisco to Vancouver	USD 332.63	
May 8 – taxi (airport to hotel)	30.00	
May 11 – taxi (hotel to airport)	30.00	
May 11 – parking at San Francisco airport	USD 102.00	494.63

TOTAL\*\* \$4,494.63

\*\*Note:

Dr. Tseng's contract is in Canadian dollars, but he should be reimbursed in the equivalent US dollars, and any adjustments made for the differing currencies re his expenses.

GOODS/SERVICES REC'D 5/9/08 by [Signature]	
DATE (mm/dd/yy)	Signature
INVOICE REC'D . . . . .	RECEIVING NO. . . . .
CERTIFIED THAT THE AMOUNT TO BE PAID:	
- is correct	
- is in accordance with the appropriate statute or other authority and/or contract and	
- where applicable that the work has been performed, the goods supplied the services rendered and/or other conditions met;	
Authorizing Authority Signature (Print Name)	
Agency Exp/15/158	Acct/12350
Commitment No . . . . .	Supplier # . . . . .
Postal Code . . . . .	Invoice # used . . . . .
Contact Name & Phone # . . . . . AGT-2011-00189	



Residence Inn by Marriott Vancouver Downtown  
1234 Hornby Street  
Vancouver  
604-688-1234



GST = \$25.35

Z/DR TSENG  
1234 HORNBY ST  
VANCOUVER BC V6Z 1W2

Room: 609 GVVC  
Room Type: STQQ  
No. Of Guests: 2 7289686  
Rate: 169.00  
Clerk: HGA

BRAIDWOOD COMMISSIONS

Arrive	08May08	Time	07:20p	Depart	S.22	Time	10:21a	Folio#	86-72896R
Date	Reference Number	Description				Charges	Credits		
08May08	J1609	Rm Chg STDO T1 Tra				169.00			
08May08	ZI609	GST ROOMS				8.45			
08May08	RT609	Room Tax				16.90			
09May08	J1609	Rm Chg STDO T1 Tra				169.00			
09May08	ZI609	GST ROOMS				8.45			
09May08	RT609	Room Tax				16.90			

S.22

S.22

\*\*\*\*\*  
\* CARD #: 1 S.22 \*  
\* Amount: 583.05 Auth: S.22 \*  
\* \*\* Signature on File \*\* \*  
\*\*\*\*\*

\*\* BALANCE \*\* .00

\*\* \*\* \*\* \*\* \*\*

Families have always come first at Marriott  
Children's Miracle Network. Donations can  
visiting the front desk. For more informat  
associates. Thank you for your support

1e

S.22

The undersigned agrees to make immediate payment upon receipt o  
within 30 days after receipt of the original statement. It is a  
at a rate of 1 1/2% per month (annual rate of 18%), or the max.  
reasonable cost of collection, including attorney's fees.

COPY

## BRAIDWOOD COMMISSIONS OF INQUIRY

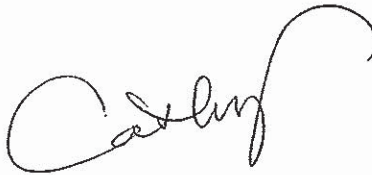
### MEMORANDUM

DATE: May 15, 2008  
TO: Brian Price, A/Director, Finance & Admin  
FROM: Cathy Stooshnov  
SUBJECT: Contract # ATMSB091575819 – Dr. Zian H. Tseng (Expert Witness)

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Enclosed please find:

- Two fully-signed copies of the above contract
- Direct Award Justification
- Contract Tracking Form



Not responsive



# BRAIDWOOD, QC, COMMISSIONS OF INQUIRY

The Honourable Thomas R. Braidwood, QC  
*Commissioner*

980 – 1500 West Georgia Street  
Vancouver, BC V6G 2Z6

May 9, 2008

COPY

Dr. Zian H. Tseng  
Cardiac Electrophysiology  
University of California, San Francisco  
500 Parnassus Avenue, MU-433, Box 1354  
San Francisco, CA 94143-1354

Dear Dr. Tseng:

Enclosed for your records is a fully-signed copy of your contract, showing the Honorarium amount and an approximate amount for expenses.

I will require an invoice from you for these amounts (including all original receipts for expenses, except meals) to submit to the provincial government for payment. Please call or email me if there are any questions in this regard.

Thank you.

Yours truly,



Cathy Stooshnov  
Manager, Finance & Administration  
Direct Line: 604 660 1233  
Email: Cathy.Stooshnov@braidwoodinquiry.ca

Enc.