

**PROVINCE OF BRITISH COLUMBIA  
MINISTRY OF SCIENCE AND UNIVERSITIES**

**TRANSFER UNDER AGREEMENT**

THIS AGREEMENT dated for reference the 17th day of December, 2010.

**BETWEEN:**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF  
BRITISH COLUMBIA, represented by the Minister of Science and  
Universities

(the "Province", "Board", "we", "us" or "our", as applicable)

**OF THE FIRST PART**

**AND:**

Pace Group Communications Inc.  
200-55 Water Street  
Vancouver, British Columbia V6B 1A1

(the "Recipient", "you" or "your" as applicable)

**OF THE SECOND PART**

The parties to this Agreement agree as follows:

**SECTION 1 - APPOINTMENT**

- 1.01 The Province retains the Recipient to provide the services (the "Services") during the term (the "Term"), both described in Schedule "A".

**SECTION 2 - PAYMENT OF A FINANCIAL CONTRIBUTION**

- 2.01 Subject to the provisions of this Agreement, the Province will provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.

2.02 Notwithstanding any other provision of this Agreement the payment of the "Financial Contribution" by the Province to the Recipient pursuant to this Agreement is subject to:

- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; and
- (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

2.03 The Recipient must:

- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"), and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

2.04 Paragraph 2.03 continues in force indefinitely, even after this Agreement expires or is terminated.

### SECTION 3 - REPRESENTATIONS AND WARRANTIES

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

- (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
- (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;



- 3.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03 All representations, warranties, covenants and Agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

#### **SECTION 4 - RELATIONSHIP**

- 4.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 4.02 The Recipient will be an independent Recipient and not the servant, employee or agent of the Province:
- 4.03 The Recipient will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 4.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

#### **SECTION 5 - RECIPIENT'S OBLIGATIONS**

- 5.01 The Recipient will:
- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
  - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
  - (c) comply with all applicable laws;
  - (d) hire and retain only qualified staff;
  - (e) without limiting the provisions of subparagraph (c) of paragraph 5.01, carry out criminal record checks as required by the *Criminal Records Review Act*, in accordance with Schedule "F", if attached to this Agreement;

- (f) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and
- (g) subject to obtaining the prior written approval of the Province concerning form, content and location, the Recipient may post signs acknowledging the Province's participation in the Services.

## **SECTION 6 - RECORDS**

### **6.01 The Recipient will:**

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the province; and
- (c) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records (including original supporting documents) referred to in sub-paragraphs (a) and (b) of this paragraph.

### **6.02 The Recipient will not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement.**

## **SECTION 7 - STATEMENTS AND ACCOUNTING**

### **7.01 Within 3 months of being requested to do so by the Province, the Recipient will:**

- (a) provide to the Province, audited financial statement(s) for the Recipient's last fiscal year, covering the term of this Agreement.

### **7.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term shall be:**

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

## SECTION 8 - REPORTS

8.01 Upon the Province's request, the Recipient will:

- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
- (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, (both printed and electronic, including, but not limited to, hard disk or diskettes), whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

## SECTION 9 - CONFLICT OF INTEREST

9.01 The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to such other person, or entity.

## SECTION 10 - CONFIDENTIALITY

10.01 The Recipient will treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, permit its disclosure except to the extent that such disclosure is necessary to enable the Recipient to fulfill its obligations under this Agreement.

## SECTION 11 - DEFAULT

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

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in accepting this Agreement is untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;

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

## SECTION 12 - TERMINATION

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

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

12.02 The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

- 12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

### **SECTION 13 - DISPUTE RESOLUTION**

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

### **SECTION 14 - INSURANCE AND INDEMNITY**

- 14.01 During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule "D", if any, which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 5.01, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 14.03 The Recipient will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

### **SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING**

- 15.01 The Recipient will not, without the prior, written consent of the Province:
- (a) assign, either directly or indirectly, this Agreement or any right of the Recipient under this Agreement; or
  - (b) sub-contract any obligation of the Recipient under this Agreement.
- 15.02 No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

## SECTION 16 - OWNERSHIP AND COPYRIGHT

- 16.01 Copyright in the Material will be the exclusive property of the Province and, at the request of the Province, the Recipient will provide documents confirming the vesting of copyright in the Province.
- 16.02 The Recipient acknowledges and agrees that the Province exclusively owns:
- (a) all documents received by the Recipient from the Province as a result of this Agreement, including findings, software, data, specifications, drawings, reports, and documents, and
  - (b) any property that is provided by the Province to the Recipient for the purposes of this Agreement, unless the Province has indicated in writing that the property provided is to be owned by the Recipient.
- (the documents and property referred to in subparagraphs (a) and (b) collectively referred to as the "Province's Property").
- 16.03 The Recipient will deliver the Material and the Province's Property forthwith following the expiration or sooner termination of this Agreement; provided that the Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Material and Province's Property, in which event the Recipient will forthwith comply with that request.
- 16.04 If the Recipient is a person, or a sole proprietorship, the Recipient warrants that the Recipient is the only person who has or will have moral rights in the Material and the Recipient hereby waives in favour of the Province all of the Recipient's moral rights, as provided for in the law of copyright, in the Material produced by the Recipient, and upon that Material coming into existence, the Recipient agrees to execute documents provided by the Province acknowledging the waiver of the Recipient's moral rights in such Material.
- 16.05 If the Recipient is a corporation, professional association, or joint venture, the Recipient will cause any of its employees, sub-contractors, partners, or members as the case may be, who have moral rights in the Material to execute a waiver of moral rights on any form of waiver provided by the Province, and to forward the waiver to the Province.



#### **SECTION 17 - OTHER FUNDING**

- 17.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient will immediately provide the Province with full and complete details thereof.

#### **SECTION 18 - NOTICES**

- 18.01 Any written communication from the Recipient to the Province must be mailed, personally delivered, faxed or electronically transmitted to the following address:

PO Box 9880 STN PROV GOVT  
1<sup>st</sup> Floor, 835 Humboldt Street  
Victoria, BC V8V 4W8  
Fax: (250) 250-356-0033

Attn: Kelly Best, Stakeholder/Event Manager, Year of Science

- 18.02 Any written communication from the Province to the Recipient must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Pace Group Communications Inc.  
200-55 Water Street  
Vancouver, BC V6B 1A1  
Fax: (604) 689-1808

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the third business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

#### **SECTION 19 - NON-WAIVER**

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

## **SECTION 20 - ENTIRE AGREEMENT**

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

## **SECTION 21 - SURVIVAL OF PROVISIONS**

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 2.02, 4.03, 6.01, 7.02, 8.01, 10.01, 12.03, 14.03, 16.01 to 16.05, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

## **SECTION 22 - MISCELLANEOUS**

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

- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

**SIGNED AND DELIVERED** by the  
Recipient or an Authorized  
Representative of the Recipient.

Dona McKinstry  
(Print Name of Recipient or Authorized  
Representative)

[Signature]  
(Signature)

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

Burnes  
(Print Name of Authorized  
Representative)

Jane Burnes  
(Signature)

## **Schedule A – Services**

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

The term of this Agreement commences on December 17, 2010 and ends on August 31, 2011.

### **PART 2. BACKGROUND:**

The BC Government is leading the Year of Science initiative in collaboration with stakeholders across the academic, business, technology and research sectors in BC. The Year of Science will run from September 2010 to June 2011. There will be a continuous calendar of activities, competitions and events, culminating in a science grand finale event. Remaining activities include, but are not limited to, four large Events: Science and Sports, Science and the World Around Us, Science and Arts and Grand Finale ("Events" or "Event").

### **PART 3. SERVICES:**

1. The Recipient must provide event management Services as directed by the Province to deliver the Events as described above, including:
  - a) Managing all administrative responsibilities associated with this Agreement, including but not limited to:
    - i. Assigning experienced staff who will be sensitive to the needs of the Province and other key stakeholders involved;
    - ii. appropriate assignment of all staff and/or subcontractors who deliver any part of the Services or Deliverables required under this Agreement,
    - iii. Provision of accurate financial accounting of all billable items associated with this Agreement (see "Schedule B" for details),
    - iv. Overall coordination of all activities required to perform the Services, and
    - v. Ongoing liaison and coordination with the Province.
  - b) Providing to the Province an event plan for each Event, prepared in accordance with any event management guidelines to be provided by the Province to the Recipient, specifying the following in relation to the Event:
    - i. Event overview (including, but not limited to venue, date and times, format, themes, floor plan, staffing plan, emergency procedures etc.) developed in collaboration with the Province;
    - ii. Key activities and programming for the Event;
    - iii. Look and feel for the Event;

- iv. Milestones, timelines and deadlines necessary to ensure the Event goes ahead in a coordinated, efficient and effective manner;
  - v. Budget for the Event; and
  - vi. The manner in which the Event will engage the participation of the target audiences, and meet the goals of the Year of Science, as determined by the Province.
- c) Identifying and communicating to the Province any risks associated with each Event.
- d) Upon approval by the Province of the event plan, providing all necessary Services to execute the event plan for each Event. These include, but are not limited to:
- i. In consultation with the Province, developing overall vision, themes, and creative look for all Events, as well as developing activities, and format for each Event,;
  - ii. Sourcing venue options and securing venue for each event;
  - iii. Ongoing consultation and reporting with the Province, including meetings with stakeholders as required;
  - iv. In consultation with the Province, developing a communications plan to ensure sufficient attendance at the event;
  - v. Providing communications services as directed by the Province; including but not limited to pre-event media publicity, collateral design, printing, and distribution, and stakeholder communications in order to promote event;
  - vi. Design, production and distribution of invitations, development of invitation lists, and coordinating and managing all RSVPs as required;
  - vii. Planning, developing and securing all content for the Event;
  - viii. Identification, solicitation, and liaison with stakeholders for the purpose of securing agreements for participation at the Event, such as providing displays, activities or speakers for the Event, as directed by the Province;
  - ix. Developing and maintaining relationships with sponsors, and providing ongoing communication and activation;
  - x. Ongoing coordination of stakeholder participation in the event, including installation of kiosks, scheduling of speakers, coordinating activities and providing all communications;
  - xi. Ensuring there is sufficient insurance for participant activities at the Event;
  - xii. Designing, producing and installing overall creative "look", displays and exhibits for the Event;

- xiii. Identifying, procuring, securing and installing all equipment and infrastructure to meet the physical requirements necessary to deliver the Event. This will, include any additional equipment required, all interior and exterior exhibitry and displays, and any audio visual equipment required;
- xiv. Ongoing maintenance of all infrastructure during the Event;
- xv. Designing, producing and installing all wayfinding banners, pageantry, and other Event display elements as required;
- xvi. Providing all food and beverages and/or other services for Event attendees and stakeholder participants as required;
- xvii. Removal and de-installation of any equipment and infrastructure installed as part of the Event, and restoration of the venue location to its original condition;
- xviii. Ongoing liaison with, and coordination of, all potential collaborators, agencies, and subcontractors involved in the event;
- xix. Liaison with suppliers in order to assist and coordinate all shipping and delivery of production items associated with activities taking place during the event, and coordination of all technical requirements for the event;
- xx. Distributing, facilitating, collecting surveys and other performance measurement data requirements at the Event, as directed by the Province;
- xxi. Managing and collating performance measurement data collected at the Event in preparation for the Final Report (See Part 4 Section1 (b)) as directed by the Province;
- xxii. Providing all staff required for onsite management of all activities at the Event, including coordination of all stakeholders participating in the Event; and
- xxiii. Actively monitoring all aspects of project operations.

#### **Collaboration with Province**

2. Collaborating with the Province in the performance of all of the Services, including by participating in committees and working groups as requested by the Province.

#### **Branding Requirements**

3. Adhering to the Initiative branding requirements, as may be provided to the Recipient by the Province.

#### **PART 4. REPORTING AND MONITORING**

1. The Recipient will submit to the Province:

- a) A status report submitted on a bi-weekly basis, on the following information:
  - i. The Recipient's progress in performing the Services;
  - ii. Any potential risks identified by the Recipient that could affect the success of the Event; and
  - iii. Any issues or concerns that the Recipient has with the performance of the Services or the Event in general;
- b) Subject to any further performance measurement guidelines to be provided by the Province to the Recipient, upon completion of the Services, a final report ("Final Report" or "Final Reports") for each Event in form and timelines acceptable to the Province, in both hard copy and electronic formats, which includes key activities and the achievement of the Project's deliverables and outcomes, a report on performance measures, including surveys and other performance measurement data collected at the Event, as well as lessons learned and recommendations for future events.

#### **PART 5. KEY PERSONNEL:**

The Key Personnel of the Recipient are as follows:

- (a) Norman Stowe, Managing Partner, Pace Group
- (b) Oona McKinstry, Partner, Pace Group
- (c) Jordan Humphries, Director Public Affairs, Pace Group

## **Schedule B – Fees and Expenses**

### **1. GENERAL PROVISIONS**

- a) Where possible, the Recipient will lease infrastructure and will seek to minimize actual costs pursuant to this Agreement;
- b) Where possible, the Recipient will work with the Province to leverage economies of scale and generate efficiencies;
- c) The Recipient acknowledges and agrees that, wherever possible, the Province will work to reduce the overall costs payable pursuant to this Agreement.
- d) The Recipient expressly agrees that any cost reductions realized by various means will be directly applied to reduce the amounts submitted each month in its statement of account. Examples of cost reductions include loan by the Province of equipment (reduction in Recipient equipment purchase or lease costs) and value-in-kind donations from sponsors (reduction in Recipient costs).
- e) Without limiting the generality of section 1 (d) of this Schedule “B”, if the Province enters into a sponsorship agreement with a third party whereby the third party agrees to provide component(s) of Services through value-in-kind contribution(s) (including the provision of goods for discounts), and such components would otherwise have been provided or acquired by the Recipient pursuant to this Agreement, the Recipient will reduce the fees and/or expenses payable to reflect the full value of those components that will no longer be provided by the Recipient as a result of the relevant contribution from the third party.

### **2. PAYMENTS**

- a) **Maximum Contribution:**  
The Province will provide a Financial Contribution to the Recipient up to the amount of \$675,000, in respect of Eligible Costs (See ‘Eligible Costs’ below) expended or incurred by the Recipient for the provision of the Services during the Term of the Agreement.
  - The maximum contribution for management fees is \$200,000.
  - The maximum contribution for operating costs is \$475,000.



b) Payments will be made as follows:

<b>Date Due</b>	<b>Amount of Payment</b>
Within 10 days upon Contract signing	\$65,000.00
January 5, 2011	\$90,000.00
February 1, 2011	\$115,000.00
March 1, 2011	\$90,000.00
April 1, 2011	\$90,000.00
May 3, 2011	\$160,000.00
Final Payment upon receipt of Final Report and reconciliation of Statements of Account	\$65,000.00
<b>TOTAL</b>	<b>\$675,000.00</b>

The final payment will be made upon:

- i. completion of the Services specified in Schedule "A",
- ii. a final report on the services (details to be specified by the Ministry),
- iii. receipt and approval of a final reconciliation of the total payments made by the Province to the Recipient, and total eligible costs calculated in statement of accounts submitted by the Recipient to the Province under this Agreement.

c) Repayment or Reduction

Any Financial Contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, will be returned by the Service Provider to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.

3. ELIGIBLE COSTS

Eligible costs incurred by the Service Provider are limited to the following categories:

- Management fees as outlined below:
  - Norman Stowe, Managing Partner, \$170 per hour;
  - Oona McKinstry Partner, \$157 per hour;
  - Kathi Springer, Vice-President, Communications & Corporate Relations, \$155 per hour;
  - Mike Cunningham, Vice-President, Public Affairs, \$155 per hour;
  - Trevor Pancoust, Vice-President, Media Relations, \$130 per hour;
  - Greg Descantes, Director, Communications, \$120 per hour;
  - Greg Johnson, Director, Media Relations, \$110 per hour;
  - Jordan Humphries, Director, Public Affairs, \$110 per hour;

- Robyn Jones-Murrell, Director, Conferences and Special Events, \$110 per hour;
- George Lenko, Director, Special Projects, \$95 per hour;
- Jessica Thompson, Account Manager, \$95 per hour;
- Kristina Wenner, Account Manager, \$85 per hour;
- Virginia Whitehead, Communications Coordinator, \$85 per hour
- Adam Stowe, Communications Coordinator, \$70 per hour
- Additional Support Staff, \$65 per hour
- The Recipient's actual long distance telephone, fax, postage and other identifiable communication expenses
- All operational costs to plan and implement each Event as described in Schedule A, including but not limited to venue, content, infrastructure, audio visual, signage, communications products and collateral, food and beverage, financial support for school attendance, technology or other expenses for content provided by participants, and other expenses as approved by the Province;

#### 4. STATEMENTS OF ACCOUNT:

Monthly payment will be released upon receipt of a written statement of account in a form satisfactory to the Province containing:

- a) The Recipient's legal name and address;
- b) The date of the statement, and the period to which the statement pertains;
- c) The Recipient's calculation of all management fees claimed and a description of the applicable fee rates;
- d) As applicable, all staffing costs including name(s) of persons/staff/sub-contractors providing services, rates, hours and dates and a description of services provided;
- e) The calculation of the difference between the total value of the previous month's contribution and the current month's scheduled payment. Should the difference be greater than the previous month's payment, the difference will be added to the next month's contribution. Should the difference be less than the previous month's payment, the difference will be deducted from the next month's contribution;
- f) A chronological listing, in reasonable detail, of any expenses claimed by the Recipient for the period with receipts attached, if applicable;
- g) The Recipients' calculation of any applicable taxes payable by the Province in relation to the Services for the period;
- h) A description of this Agreement;
- i) A statement number for identification; and

All costs billed to the Province under this contract will be the actual costs incurred by the Recipient in delivery of and will not include any extra charges and/or mark-ups.

**5. Limitations**

No Financial Contribution shall be payable to the Service Provider for program costs incurred by the Service Provider prior to the effective date, or after the end, of this Agreement.

**6. Taxes**

The Province will reimburse the Service Provider for any applicable taxes pertaining to this Agreement.

**Schedule C – Approved Subcontractor(s)**

CREACOM SERVICES INC.,  
doing business as Ken Heit Creative Communication Services  
431 Monteray Avenue  
North Vancouver, B.C., Canada, V7N 3E9  
Fax number: (604) 986 2536

Eyenstar Services  
242 - 19567 Fraser Hwy  
Surrey BC V3S 9A4  
Phone: 604.534.7827  
Fax: 604.534.7829

Exhibitree Display Services  
Unit 110-7858 Hoskins Street  
Delta, BC V4G 1M4  
Phone: 604.940.8110  
Fax: 604.940.8190

WestCoast Exhibits Events Logistics  
3347 Sefton Street  
Port Coquitlam BC V3B 5C9  
Phone: 604 338-4633

Proshow Audiovisual Broadcast  
3095 Hebb Avenue  
Vancouver, BC V5M 4V3  
Phone: 604.293.1771  
Fax: 604.293.1403

Christie Lites  
3686 Bainbridge Avenue  
Burnaby, BC V5A 2T4  
Phone: 604-255-9943  
Fax: 604-255-9194

Myron Advertising + Design  
230-1575 West Georgia Street  
Vancouver BC, Canada V6G 2V3

Phone: 604 687 6604  
Fax: 604 687 7413

Levy Show Services  
12340 Horseshoe Way  
Richmond, BC  
Canada V7A 4Z1  
Phone: 604 277 1726  
Fax: 604 277 1736

#### **Schedule D – Insurance**

1. The Recipient must, without limiting the Recipient's obligations or liabilities and at the Recipient's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
  - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
    - (i) include the Province as an additional insured,
    - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
    - (iii) include a cross liability clause;
  - (b) Automobile Liability on all vehicles owned, operated or licensed by the Recipient in an amount not less than \$2,000,000 per occurrence, and where applicable the Recipient may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
2. All insurance described in section 1 of this Schedule must:
  - (a) be primary; and
  - (b) not require the sharing of any loss by any insurer of the Province.
3. The Recipient must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Recipient must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
  - (b) if any required insurance policy expires before the end of the Term, the Recipient must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
  - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
4. The Recipient must obtain, maintain and pay for any additional insurance which the Recipient is required by law to carry, or which the Recipient considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Recipient's sole discretion.

## **Schedule E – Privacy Protection Schedule**

### **Definitions**

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

### **Purpose**

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

### **Collection of personal information**

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create personal information that is necessary for the performance of the Recipient’s obligations, or the exercise of the Recipient’s rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects personal information:
  - (a) the purpose for collecting it;
  - (b) the legal authority for collecting it; and

- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of personal information.

#### **Accuracy of personal information**

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

#### **Requests for access to personal information**

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

#### **Correction of personal information**

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

#### **Protection of personal information**

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

#### **Storage and access to personal information**

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

#### **Retention of personal information**

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

**Use of personal information**

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

**Disclosure of personal information**

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

**Notice of foreign demands for disclosure**

18. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Recipient, the Recipient:

- (a) receives a foreign demand for disclosure;
- (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or
- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

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

**Notice of unauthorized disclosure**

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

**Inspection of personal information**

20. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect any personal information in the possession of the Recipient or any of the Recipient's information management policies or practices relevant to the Recipient's management



of personal information or the Recipient's compliance with this Schedule, and the Recipient must permit and provide reasonable assistance to any such inspection.

#### **Compliance with the Act and directions**

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

#### **Notice of non-compliance**

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

#### **Termination of Agreement**

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

#### **Interpretation**

25. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
26. Any reference to the "Recipient" in this Schedule includes any subcontractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors and agents comply with this Schedule.
27. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
28. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
29. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 30, the law of any jurisdiction outside Canada.

30. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.

## **Schedule F – Security Schedule**

### **Definitions**

1. In this Schedule,

- (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Recipient to provide the Services;
- (b) "Facilities" means any facilities at which the Recipient provides or is to provide the Services;
- (c) "Information" means information
  - (i) in the Material, or
  - (ii) accessed, produced or obtained by the Recipient (whether verbally, electronically or otherwise) as a result of the Agreement;
- (d) "Record" means a "record" as defined in the *Interpretation Act* (British Columbia);
- (e) "Sensitive Information" means
  - (i) Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act* (British Columbia), or
  - (ii) any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
- (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Recipient and, for greater certainty, may include
  - (i) the Recipient or a subcontractor if an individual, or
  - (ii) an employee or volunteer of the Recipient or of a subcontractor.

### **Schedule contains additional obligations**

2. The obligations of the Recipient in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Recipient in the Privacy Protection Schedule, if attached.

### **Services Worker confidentiality agreements**

3. The Recipient must not permit a Services Worker who is an employee or volunteer of the Recipient to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Recipient to keep Sensitive Information confidential on substantially similar terms as those that apply to the Recipient under the Agreement.

#### **Services Worker security screening**

4. The Recipient may only permit a Services Worker who is an employee or a volunteer of the Recipient to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix F1 and any additional requirements the Recipient may consider appropriate, the Recipient is satisfied that the Services Worker does not constitute an unreasonable security risk. The Recipient must create, obtain and retain Records documenting the Recipient's compliance with the security screening requirements set out in Appendix F1 in accordance with the provisions of that appendix.

#### **Services Worker activity logging**

5. Subject to section 6, the Recipient must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix F2, if attached.

#### **Facilities and Equipment protection and access control**

7. The Recipient must create, maintain and follow a documented process to:
  - (a) protect Facilities and Equipment of the Recipient required by the Recipient to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
  - (b) limit access to Facilities and Equipment of the Recipient
    - (i) being used by the Recipient to provide the Services, or
    - (ii) that may be used by someone to access Informationto those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Recipient any Facilities or Equipment of the Province for the use of the Recipient in providing the Services, the Recipient must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

**Sensitive Information access control**

9. The Recipient must:

- (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
- (b) comply with the information access control requirements set out in Appendix F3, if attached.

**Integrity of Information**

10. The Recipient must:

- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Recipient; and
- (b) comply with the information integrity requirements set out in Appendix F4, if attached.

11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:

- (a) remained as complete as when it was acquired or accessed by the Recipient; and
- (b) not been altered in any material respect.

**Documentation of changes to processes**

12. The Recipient must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

**Notice of security breaches**

13. If Recipient becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Recipient to comply with this Schedule or the Agreement), the Recipient must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Recipient provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Recipient to do so.

#### **Review of security breaches**

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Recipient must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Recipient to do so.

#### **Retention of Records**

15. Unless the Agreement otherwise specifies, the Recipient must retain all Records in the Recipient's possession that contain Information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

#### **Storage of Records**

16. Until disposed of or delivered in accordance with section 15, the Recipient must store any Records in the Recipient's possession that contain Information in accordance with the provisions of Appendix F5, if attached.

#### **Audit**

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect and, at the Province's discretion, copy:
  - (a) any Records in the possession of the Recipient containing Information; or
  - (b) any of the Recipient's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Recipient's compliance with this Schedule

and the Recipient must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

#### **Termination of Agreement**

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

#### **Interpretation**

19. In this Schedule, unless otherwise specified:
  - (a) references to sections are to sections of this Schedule; and
  - (b) references to appendices are to the appendices attached to this Schedule.

20. Any reference to the "Recipient" in this Schedule includes any subcontractor retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
  - (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
  - (b) a documented process required by this Schedule to be created or maintained by the Recipientthe provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.

### **SCHEDULE F – Appendix F1 – Security screening requirements**

The personnel security screening requirements set out in this Appendix F1 are for the purpose of assisting the Recipient determine whether or not a Services Worker constitutes an unreasonable security risk.

#### **Verification of name, date of birth and address**

1. The Recipient must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of "primary identification" of the Services Worker and at least one piece of "secondary identification" of the Services Worker,\* as described in the table following this section. The Recipient must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

<b>Primary Identification</b>	<b>Secondary Identification</b>
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*It is not necessary that each piece of identification viewed by the Recipient contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

#### **Verification of education and professional qualifications**

2. The Recipient must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.



**Verification of employment history and reference checks**

3. The Recipient must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Recipient requesting that a Services Worker provide employment references and the Recipient contacting those references. If a Services Worker has no relevant employment history, the Recipient must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Recipient must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

**Security interview**

4. The Recipient must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Recipient it wishes to do so.



## General Service Agreement

Ministry Contract No.

C10/0111



The Best Place on Earth

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by

The Minister of Advanced Education and Labour Market Development

(the "Province", "we", "us", or "our" as applicable) at the following address:  
2nd Floor - 835 Humboldt St  
Victoria BC V8V 4W8PO Box 9877 Stn Prov Govt  
Victoria BC

Postal Code: V8W 9T6

Fax Number:

250-356-5962

AND

PACE GROUP Communications Inc.

(the "Contractor", "you", or "your" as applicable) at the following address:  
31 Bastion Square, Suite 200  
Victoria, BC

Postal Code: V8W 1J1

Fax Number:

604-689-1808

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

Services:

see Schedule A - Services attached.

Term Start Date: February 04, 2010

End Date: March 31, 2010

## SCHEDULE B - Fees and Expenses

Fees: \$10,000.00

Expenses: \$0.00 - No expenses will be allowed.

1. Fees will be based on the rates noted in Attachment 1 and will be payable to the Contractor for those days of the Term (and in a proportioned amount of the daily rate for part days) during which the Contractor is engaged in the fulfillment of the services under this Agreement, 8 hours being the equivalent of one day.

2. Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$10,000.00

3. Within 30 days of receiving an written statement of account showing the calculation of all fees claimed under this Agreement, with all relevant hours and dates, from the Contractor, the Province will pay to the Contractor the fees set out in paragraphs 1 and 2 of this Schedule.

Maximum Amount: \$10,000.00

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

SCHEDULE C - Approved Subcontractor(s)

SCHEDULE E - Privacy Protection

SCHEDULE G - Security

SCHEDULE D - Insurance

SCHEDULE F - Additional Terms

## SIGNED AND DELIVERED

on the 4th day of February, 2010 on behalf of the Province by its duly authorized representative

Signature:

Print name:

*[Signature]*  
Deborah Hull

## SIGNED AND DELIVERED

on the 4th day of February, 2010 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation)

Signature(s):

Print name(s):

*[Signature]*  
A. STONE

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

Contract# C10/0111

**General Service Agreement  
Schedule A – Services****Background**

As part of the Ministry's plans to develop British Columbia's upcoming "Year of Science", the Pace Group will work with the Ministry to provide recommendations and advice on event planning, promotion and communications that will assist in the launch and ultimate delivery of the year-long initiative.

Particular emphasis will be placed on advice for a launch plan that incorporates both public and stakeholder announcements and marketing, and how best to raise and hold community, business and stakeholder interest over the term of the initiative.

**Services**

Pace Group services will include, but not be limited to:

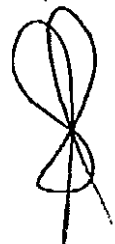
- Development of a potential launch strategy, including public and media communications recommendations
- Development of potential key messaging for use by the Minister and the "Year of Science" advisory board
- Creation of multiple launch event scenario options, from which the Province can select the most appropriate/effective
- Provide the Province with potential "Year of Science" content options and other event recommendations that help ensure that the initiative's outcomes are met
- Recommend milestone events throughout the "Year of Science" calendar that can be used by the Province to reinforce outcomes and highlight program successes over the term
- Provide written material to support the above.



## Attachment 1

## Fees

Pace Group Associates	Hourly / Daily
Norman Stowe	\$170 / \$1360
Oona McKinstry	\$157 / \$1256
Kathi Springer	\$155 / \$1240
Mike Cunningham	\$155 / \$1240
Trevor Pancoust	\$130 / \$1040
Greg Descantes	\$120 / \$960
Greg Johnson	\$110 / \$880
Jordan Humphries	\$110 / \$880
Robyn Jones-Murrell	\$110 / \$880
Jessica Thompson	\$95 / \$760
Kristina Wenner	\$95 / \$760
Gail Findlay-Shiras	\$95 / \$760
George Lenko	\$95 / \$760
Jeffrey Thlessen	\$85 / \$680
Virginia Peterson	\$85 / \$680
Christina Minton	\$85 / \$680
Chelsea Dibble	\$85 / \$680
Amy Lavigne	\$85 / \$680
Adam Stowe	\$70 / \$560
Additional Support Staff	\$65 / \$520



**TERMS OF 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.

