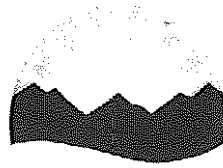


# GENERAL SERVICE AGREEMENT



BRITISH  
COLUMBIA

The Best Place on Earth

## *For Administrative Purposes Only*

*Ministry Contract No.: C11SSBC23383*

*Requisition No.: 23383*

*Solicitation No.(if applicable): RFP ON-001984*

*Commodity Code: \_\_\_\_\_*

### ***Contractor Information***

*Supplier Name: Pace Group Communications Inc.*

*Supplier No.: 165266*

*Telephone No.: 604-646-3556*

*E-mail Address: nstowe@pacegroup.com*

*Website: www.pacegroup.com*

### ***Financial Information***

*Client: 112*

*Responsibility Centre: 32M29*

*Service Line: 25004*

*STOB: 6001*

*Project: 3200000*

***Template version: October 21, 2010***

## TABLE OF CONTENTS

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

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

## **SCHEDULE A – SERVICES**

- Part 1 – Term**
- Part 2 – Licensed Area**
- Part 3 – General Services**
- Part 4 – Event Management Services**
- Part 5 – Province Obligations**
- Part 5 – Related Documentation**
- Part 6 – Key Personnel**

## **SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Schedule**

## **SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

## **SCHEDULE D – INSURANCE**

## **SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

## **SCHEDULE F – ADDITIONAL TERMS**

## **SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 22<sup>nd</sup> day of November, 2010.

BETWEEN:

PACE GROUP COMMUNICATIONS INC (the "Contractor") with the following specified address and fax number:

55 Water Street, Suite 200  
Vancouver, BC  
V6B 1A1  
604-689-1808

AND:

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

3350 Douglas Street  
Victoria, BC  
V8Z 3L1  
250-952-8389

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

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

## 1 DEFINITIONS

### General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

### Meaning of "record"

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

## 2 SERVICES

### Provision of services

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

#### Term

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

#### Supply of various items

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

#### Standard of care

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

#### Standards in relation to persons performing Services

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

#### Instructions by Province

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

#### Confirmation of non-written instructions

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

#### Effectiveness of non-written instructions

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

#### Applicable laws

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

### 3 PAYMENT

#### Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

#### Statements of accounts

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

#### Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

- 3.8 The Contractor must:

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

#### 4 REPRESENTATIONS AND WARRANTIES

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

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

#### 5 PRIVACY, SECURITY AND CONFIDENTIALITY

##### Privacy

5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

##### Security

5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

##### Confidentiality

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

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



## Public announcements

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

## Restrictions on promotion

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

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

### Ownership and delivery of Material

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

### Matters respecting intellectual property

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

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

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

### Rights in relation to Incorporated Material

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

## 7 RECORDS AND REPORTS

### Work reporting

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

## Time and expense records

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

## 8 AUDIT

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

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, 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 by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

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

### Personal optional protection

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

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

- (vi) the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

#### Province's options on default

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

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## Public announcements

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

## Restrictions on promotion

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

## 6 MATERIAL AND INTELLECTUAL PROPERTY

### Access to Material

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

### Ownership and delivery of Material

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

### Matters respecting intellectual property

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

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

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

### Rights in relation to Incorporated Material

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

## 7 RECORDS AND REPORTS

### Work reporting

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

## Time and expense records

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

## 8 AUDIT

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

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, 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 by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

### Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

### Workers compensation

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

### Personal optional protection

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

### Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
  - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
  - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

### Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

### Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

## 13 MISCELLANEOUS

### Delivery of notices

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

### Change of address or fax number

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

### Assignment

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

### Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

### Waiver

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

### Modifications

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

### Entire agreement

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

### Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

### Schedules

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

### Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
  - (b) an agent of the Province except as may be expressly provided for in this Agreement.

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

### Personnel not to be employees of Province

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



#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
  - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

## Governing law

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

## 14 INTERPRETATION

### 14.1 In this Agreement:

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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

<p>SIGNED on the ____ day of _____, 20__ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>_____</p> <p>Signature(s)</p> <p>_____</p> <p>Print Name(s)</p> <p>_____</p> <p>Print Title(s)</p>	<p>SIGNED on the ____ day of _____, 20__ on behalf of the Province by its duly authorized representative:</p> <p>_____</p> <p>Signature</p> <p>_____</p> <p>Print Name</p> <p>_____</p> <p>Print Title</p>
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## SCHEDULE "A"

### Definitions:

"Event Management Plan" means the event management plan described in Part 3 of this Schedule A;

"Event Management Services" means the event management services described in Part 4 of this Schedule A;

"General Services" means the general services described in Part 3 of this Schedule A;

"Initial Term" means the period of time described in Part 1, paragraph 1 of this Schedule;

"Licensed Area" means the licensed area highlighted in colour on the plans attached as Appendix "3" to this Schedule A;

"Ministry" means the Ministry of Citizens' Services, Shared Services BC;

"Renewal Term" has the meaning provided in Part 1, paragraph 2 of this Schedule A;

"Rink" means the outdoor artificial ice skating rink located at Robson Square in Vancouver, British Columbia;

"Robson Square" means the downtown Vancouver facility located between Hornby and Howe Streets and Robson and Smithe Streets with the following legal description:

Block 51, Plan 14423, District Lot 541, PID 010-442-553

Block 61, Plan 14423, District Lot 541, PID 010-442-561

Block 71, Plan 15322, District Lot 541, PID 016-058-062; and

"Services" means the General Services and the Event Management Services.

### Part 1. TERM

1. Subject to paragraph 2 of this Part 1, notwithstanding the date of execution and delivery of this Agreement, the term of this Agreement commences on November 22, 2010 and ends on November 21, 2011 (the "Initial Term").
2. The Province may, in its sole discretion, renew this Agreement for up to four one-year consecutive periods each (each such period a "Renewal Term"), by giving the Contractor written notice of any such renewal not later than 10 days prior to the end of the Initial Term or the then current Renewal Term, as the case may be, and the Renewal Term will be on the same terms and conditions as this Agreement except that:
  - (a) this provision as to renewal will be amended to reflect a reduction of one year for each Renewal Term, as applicable, and
  - (b) the parties may negotiate new pricing for the Services.

## Part 2. LICENSED AREA

1. The Province hereby grants to the Contractor a non-exclusive license to use the area outlined on the plans attached as Appendix "1" to this Schedule "A" (the "Licensed Area") for the Term solely for the purpose of delivering the Services under this Agreement.
2. The Contractor will have the use of and access to the Licensed Area twenty-four hours per day, seven days per week during the Term and will be the prime contractor for the Licensed Area.
3. The Contractor will not interfere with the activities of any other person to enter on and use the Licensed Premises under a prior or subsequent lease or license granted by the Province.
4. The Contractor will ensure that in delivering the Services the tenancy of existing tenants located at Robson Square is not unreasonably disturbed in any way.
5. In the event that the Contractor desires to use that portion of the Licensed Area which is within the downtown UBC campus (as highlighted in blue) during such periods that the downtown UBC campus is closed, the Contractor will provide appropriate security for the downtown UBC campus to the satisfaction of the University of British Columbia. The Contractor will be responsible for making all arrangements for access and security directly with the University of British Columbia.

## Part 3. GENERAL SERVICES

### *Administration*

1. The Contractor will manage all administrative responsibilities associated with the Agreement, including but not limited to:
  - (a) provision of accurate financial accounting of all billable items associated with the Agreement;
  - (b) appropriate assignment of all staff and/or approved subcontractors who deliver any part of the Services required under the Agreement; and
  - (c) overall coordination of all activities required to perform the Services.

### *Ice Rink Management Services*

2. The Contractor will provide ice rink management services (including, without limiting the foregoing, additional security and extra cleaning services) as detailed in the Contractor's proposal to RFP #ON-001984.
3. The Contractor will:
  - (a) ensure that at least one of their staff members with a valid Occupational First Aid (Level 1) and CPR "C" certification is on-site for all operational hours;
  - (b) as agreed with the Ministry, manage the Rink from November through February each year from 9 a.m. to 9 p.m. Sunday through Thursday, and 9 a.m. to 11 p.m. Friday and Saturday, weather dependent, with operations starting no later than November 29, 2010;

- (c) present the Ice Rink Plan to the Ministry no later than December 6 for the winter season and January 31 for the remainder of the Term and on those same dates in subsequent years for Renewal Terms, if any, that:
    - (i) outlines the logistics of managing the Rink, including but not limited to timelines, staffing, and details of items needed to operate the Rink;
    - (ii) breaks down costs for the daily operation of the Rink; and
    - (iii) breaks down costs for operating the Rink for special events outside regular operating hours, at \$200 per hour;
  - (d) implement the Ice Rink Plan, once it has been approved by the Ministry; and
  - (e) manage the following services associated with the Ice Rink:
    - (i) Skate and helmet rentals, including acquisition and maintenance of all associated equipment (equipment remaining from last season should be used and supplemented as required),
    - (ii) Skate sharpening, including acquisition and maintenance of all associated equipment;
    - (iii) Operating the ice resurfacing equipment in a manner that ensures safe public use of the Rink;
    - (iv) Concession stand/snack bar, including ordering supplies, and maintaining inventory; and
    - (v) Provision of sufficient staff for complete Ice Rink operations, including the associated hiring and human resource management.
4. The Contractor is permitted to keep any revenues raised through equipment rental, skate sharpening and the concession, and the prices set by the Contractor for any goods and services provided to the public must be approved in advance by the Province.

#### *Facilities Manager*

5. The Facility Manager will:
- (a) be in charge of the Rink, including overseeing skate rentals, concession/snack bar, ordering supplies, scheduling staff, and managing skate times;
  - (b) ensure a safe working environment and a safe customer environment for the whole Rink facility; and
  - (c) be expected to work mornings, evening and weekend shifts, as required for the smooth operation of the Rink.

#### *Event Management Plan*

6. The Contractor will, in conjunction with and as approved by the Ministry, develop a comprehensive annual Event Management Plan that addresses:
- (a) an overview of the calendar of events, entertainment and cultural programming options for the period December through November each year;
  - (b) the needs of stakeholders (business associations and organizations, neighbours);
  - (c) a marketing plan for supporting the planned Robson Square activities; and

- (d) the Province's vision of bringing Robson Square alive, and establishing it as a vibrant meeting place for ongoing public participation/activation.
7. An Event Management Plan requested by the Province will include the following activities:
- (a) an official opening of the Rink every December;
  - (b) closing of the Rink and seasonal change-out;
  - (c) key celebrations to highlight and celebrate British Columbia (e.g. February 12 Games Anniversary, first Monday in August -B.C. Day, and such other holidays and special occasions identified by the Ministry); and
  - (d) live performances and visual and musical arts programming running throughout the Term.
8. The Contractor will present the Event Management Plan, including the implementation plan for the official opening in December 2010, for approval by the Ministry no later than November 30, 2010 and September 15 in subsequent years.

#### Part 4. EVENT MANAGEMENT SERVICES

1. In addition, the Province may request, at its sole discretion, the Contractor to do any of the following event management services:
- (a) Strategically conceptualize and develop specific themes and event plans;
  - (b) Identify key challenges and opportunities, and develop strategies and tactics to meet these identified challenges and opportunities that take advantage of all opportunities to achieve the goals of Robson Square;
  - (c) On an event-by-event basis, develop a detailed implementation plan for the activities associated with the Event Management Plan that addresses:
    - (i) the project schedule;
    - (ii) key activities;
    - (iii) milestones;
    - (iv) timelines;
    - (v) deadlines;
    - (vi) detailed budget requirements; and
    - (vii) the respective responsibilities of the Contractor, the Province, and other stakeholders;
  - (d) In conjunction with and as approved by the Ministry, deliver specific aspects of the detailed implementation plan, working closely with provincial government staff, sponsors, stakeholders, and other contractors;
  - (e) Organize and facilitate the physical needs of planned events, including:
    - (i) any additional equipment required, and
    - (ii) any additional security and/or janitorial services required;

- (f) Ensure that users of Robson Square enter into facilities use agreements, as directed by the Province;
  - (g) Assign experienced staff dedicated to the planned events that will be sensitive to the needs of the Province and other key stakeholders involved;
  - (h) Provide ongoing liaison with, and coordination of, all potential collaborators and agencies, which are involved with specific events outlined in the Event Management Plan and its associated detailed implementation plan;
  - (i) Provide ongoing liaison and coordination with on-site Robson Square team (i.e. provincial government staff and other contractors) to ensure they meet the needs and requirements for events taking place at Robson Square; and
  - (j) Evaluate the success of the Event Management Plan each year.
2. The Province may, in its sole discretion, request that the Contractor provide any of the event management services described in this Part 4. However, the Province does not make any guarantees are made with regards to the amount of work, if any, required for event management services.
  3. Any fees or expenses for Event Management Services must be approved in advance by the Province.

#### Part 5. PROVINCE OBLIGATIONS

1. The Province will provide the following, either directly or through other contractors, to support the delivery of the Services:
  - (a) flooding of the ice sheet for the Rink;
  - (b) ensuring that the ice plant is started and maintained in good working order during the duration of the Rink operations;
  - (c) maintaining ice temperature as per the Contractor's and the Ministry's directives;
  - (d) providing standard security patrols as per Appendix "4", other than the security patrols to be provided by the Contractor;
  - (e) providing daily normal cleaning schedule as per Appendix "5", other than the extra cleaning to be provided by the Contractor;
  - (f) maintaining existing rubber matting for skate protection around the Rink;
  - (g) repairing and maintaining building systems;
  - (h) providing skates, helmets and other Rink-related equipment remaining from last season, on an as-is basis;
  - (i) supplying and maintaining ice resurfacing equipment; and
  - (j) inspecting the ice resurfacing equipment prior to the start of the Rink operations and ensuring that the equipment is in good working order and that any damage is addressed.

Part 6. RELATED DOCUMENTATION

1. The following are Appendices to this Schedule "A":

Appendix "1" – Group Rates for Contractor	ATTACHED
Appendix "2" – Contractor Proposal	ATTACHED
Appendix "3" – Licensed Area Plan	ATTACHED

2. On delivery by the Province to the Contractor, the following documents will be deemed to be attached as Appendices to this Schedule "A":

Appendix "4" – Province Security Schedule	TO BE PROVIDED
Appendix "5" – Province Cleaning Schedule	TO BE PROVIDED

Part 7. KEY PERSONNEL

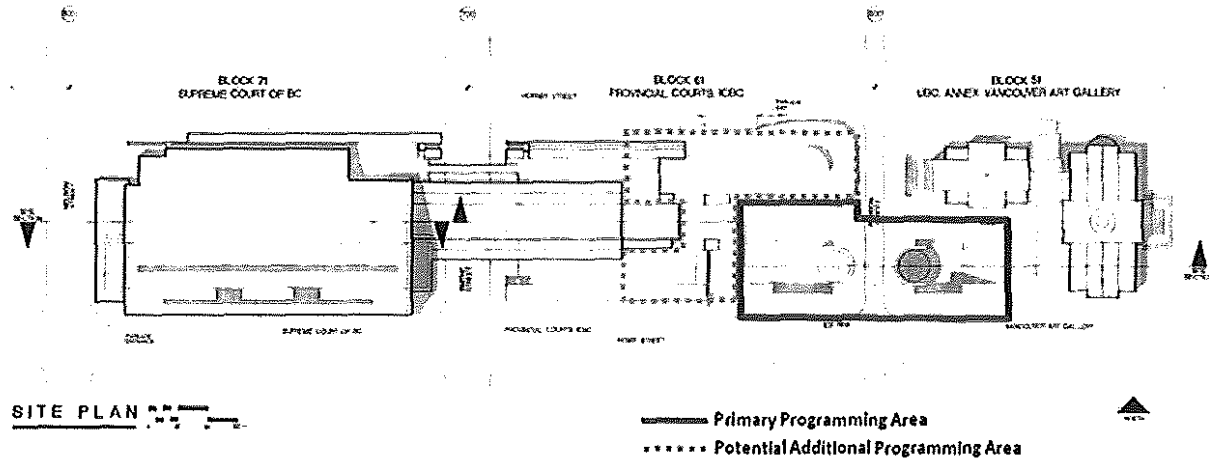
1. The Key Personnel of the Contractor are as follows:

- (a) Pam Malicki
- (b) Jordan Humphries
- (c) Oona McKinstry



## APPENDIX "3" – LICENSED AREA PLAN

1. The Licensed Area consists of the areas marked in red and in blue below and as highlighted in colour in the attached plans, except for the area marked "Sponsor".



## **Schedule B – Fees and Expenses**

### **DEFINITIONS:**

**“Event Management Services”** has the meaning provided in Schedule A – Services; and

**“General Services”** has the meaning provided in Schedule A- Services;

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

1.1 Subject to paragraph 1.2 of this Schedule B, the maximum amount which the Province will pay to the Contractor for the General Services provided under this Agreement is \$357,428.00 (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

1.2 Despite paragraph 1.1 of this Schedule B, the Province will pay the Contractor for fees and expenses related to Event Management Services and for General Services delivered outside operational hours at the rates set out in paragraph 2.1 and 2.2, and on the terms, of this Schedule B.

### **2. FEES:**

**2.1 Event Management Services Fees:** The Province will pay the Contractor at a rate of \$75.00 per hour for Event Management Services requested by the Province and provided by the Contractor during the Term. Subject to paragraph 3.1 of this Schedule, this fee is inclusive of all costs and expenses incurred by the Contractor.

**2.2 General Services Outside Operational Hours Fees:** The Province will pay the Contractor at a rate of \$200.00 per hour for those hours during the Term when the Contractor provides General Services which are outside the operational hours for General Services as provided in Part 3 of Schedule A - Services Subject to paragraph 3.1 of this Schedule, this fee is inclusive of all costs and expenses incurred by the Contractor.

### **3. EXPENSES:**

3.1 The Province will reimburse the Contractor only for expenses incurred expressly by third party service providers in relation to events managed by the Contractor as part of the Event Management Services. Any such expenses:

- (a) must be authorized in advance by the Ministry Contract Administrator; and
- (b) will be reimbursed at actual cost, as supported by proper receipts, invoices and other documentation requested by the Province,

excluding Harmonized sales tax (“HST”) or other applicable tax paid or payable by the Contractor on expenses to the extent that the Contractor is entitled to claim credits (including HST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

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

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

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

## **5. PAYMENTS SCHEDULE**

**5.1** Payment for General Services will be made in equal monthly instalments.

**5.2** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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

Not applicable

## Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor'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;
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 Contractor must provide the Province with evidence of all required insurance as follows:
  - (a) within 10 Business Days of commencement of the Services, the Contractor 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 Contractor 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 Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor'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);
  - (c) “contact information” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
  - (d) “personal information” means recorded information about an identifiable individual, other than contact information, collected or created by the Contractor as a result of the Agreement or any previous agreement between the Province and the Contractor dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act.

### Purpose

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

### Collection of personal information

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

### Accuracy of personal information

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

### Requests for access to personal information

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

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

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

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

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

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

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

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

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

#### **Use of personal information**

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

#### **Disclosure of personal information**

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

#### **Notice of foreign demands for disclosure**

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

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

#### **Notice of unauthorized disclosure**

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

#### **Inspection of personal information**

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

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

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

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

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

#### **Termination of Agreement**

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



## **Interpretation**

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

#### **Schedule F – Additional Terms**

1. The Contractor will treat as confidential and will not, without the prior written consent of the Province, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or sooner termination of this Agreement, any material or any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Agreement except insofar as such publication, release or disclosure is required by law, including the Freedom of Information and Protection of Privacy Act.
2. The Contractor will not issue any media releases or create any promotional materials regarding the Contractor's agreement with the Province, or the Services without the prior written approval of the Province.
3. The Contractor 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 participation of Province employees (reduction in Contractor staff costs), loan by the Province of equipment (reduction in Contractor equipment purchase or lease costs) and value-in-kind donations from sponsors (reduction in Contractor costs).
4. Without limiting the generality of section 6 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 the Milestones 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 Contractor pursuant to this Agreement, the Contractor will reduce the fees payable to reflect the full value of those components that will no longer be provided by the Contractor as a result of the relevant contribution from the third party.

## Schedule G – Security Schedule

Not applicable

## APPENDIX 1 - Group 1 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 HST credits).

### Travel Expenses

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

#### 1. Meal Allowances:

Effective March 29, 2009, the following meal allowances can be claimed which must not exceed \$47.00 per day (receipts are not required):

Breakfast only	\$11.50	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.25	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.25	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$24.75	see above
Breakfast and dinner only	\$33.75	see above
Lunch and dinner only	\$35.50	see above
Full day	\$47.00	

#### 2. Mileage Rates When Using Private Vehicle:

Effective March 29, 2009, the private mileage allowance is \$.50 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas 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:

Approved car rental agencies and the maximum rates for each community are listed at [www.pss.gov.bc.ca/csa/categories/vehicle\\_rentals/vehicle\\_rentals\\_daily/vehicle\\_rentals\\_daily.htm#suppliers](http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.htm#suppliers). Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. 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 a company not on the approved list for the specific community or when renting outside BC.

#### 5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at [www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html](http://www.pss.gov.bc.ca/csa/categories/accommodation/list-of-properties.html).

Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

#### Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

#### 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 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 by the 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. HST:

When receipts are submitted for reimbursement, they should be adjusted to deduct the embedded HST. A contractor with an HST registration number can claim input tax credits from Canada Revenue Agency.

#### 3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous 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.



Ministry of Labour, Citizens' Services  
and Open Government

MODIFICATION AGREEMENT NO. 2

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Labour, Citizens' Services and Open Government (the  
"Province", "we", "us", or "our", as applicable)

AND

Pace Group Communications Inc., 55 Water Street, Suite 200, Vancouver, British  
Columbia, V6B 1A1 (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 22, 2010, identified as Ministry Contract No.: C11SSBC23383 (the "Agreement").
- B. Modification Agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. The parties have agreed to modify the Agreement:

AGREEMENT

The parties agree as follows:

- 1. The "Term" of this Agreement currently expires on November 21, 2011, and now will be extended from November 22, 2011 to November 21, 2012 as per Schedule A, Part 1 section 2.
- 2. The name and address of the Province is hereby changed to read as follows:  
Her Majesty the Queen in right of the Province of British Columbia as represented by the Minister of Labour, Citizens Services and Open Government,  
Integrated Workplace Solutions  
Shared Services BC  
PO Box 9412 Stn Prov Govt  
W 319, 4000 Seymour Place  
Victoria, British Columbia  
V8W 9V1  
Attn: Real Estate Services
- 3. The "Province's Contract Administrator" is now changed by removing Bobbi Plecas and now will be replaced by Andy Schimmel.
- 4. Schedule "A", Part 3, GENERAL SERVICES, Section 4 is hereby deleted, and now shall read: "The Province may, in its sole discretion, renew this Agreement for up to three one year consecutive periods."
- 5. Schedule "B", Section 5, PAYMENT SCHEDULE, is hereby deleted and shall now read as follows:  
"Payments for General Services will be made in advance with three equal payments on the first of the month commencing December 1<sup>st</sup>, 2011 and expiring February 1<sup>st</sup>, 2012 with each equal payment being made one-third of that amount noted in Article 1, 1.1 of Schedule "B".

6. The "Fees" section of Schedule B of the Agreement is increased by \$306,010.97 from \$457,428.01 to \$763,438.98.
7. The "Expenses" section of Schedule B of the Agreement is increased by \$48,000.00 from \$299,999.99 to \$347,999.99.
8. The "Maximum Amount" section of Schedule B of the Agreement is increased by \$354,370.97 from \$757,428.00 to \$1,111,798.97.
9. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.
10. In all other respects, the Agreement is confirmed.

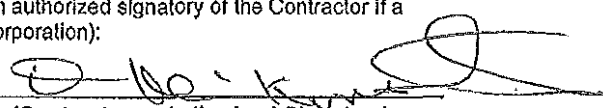
SIGNED AND DELIVERED on the 25<sup>th</sup> day of  
NOV, 2011 on behalf of the Province by its duly  
authorized representative:

  
(Authorized Representative)

Dupe Torgeson  
(Print Name)

\*Fiscal 11-12 Contract C11SSBC23383  
R/C 32M03 SL 25003 STOB 6101/6102  
PC 3200000

SIGNED AND DELIVERED on the 23<sup>rd</sup> day of  
Nov, 2011 by or on behalf of the Contractor (or by  
an authorized signatory of the Contractor if a  
corporation):

  
(Contractor or Authorized Signatory)

Donna McKinstry  
(Print Name)

Previous Contract Total:	\$	757,428.00
Amendment Amount:	\$	354,370.97
New Contract Total:	\$	1,111,798.97



Ministry of Labour, Citizens' Services  
and Open Government

MODIFICATION AGREEMENT NO. 3

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Labour, Citizens' Services and Open Government (the  
"Province", "we", "us", or "our", as applicable)

AND

Pace Group Communications Inc., 55 Water Street, Suite 200, Vancouver, British  
Columbia, V6B 1A1 (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 22, 2010, identified as Ministry Contract No.: C11SSBC23383 (the "Agreement").
- B. Modification Agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. Modification Agreement No. 2 extended the term to November 21, 2012, as well as increased the fees and expenses. New mailing address was created for invoicing to the Province, as well as naming a new contract administrator, changing from Bobbi Plecas to Andy Schimmel. General Services and Payment schedule were also updated.
- D. The parties have agreed to modify the Agreement:

AGREEMENT

The parties agree as follows:

- 1. The "Fees" section of Schedule B of the Agreement is increased by \$116,212.00 from \$763,438.98 to \$879,650.98.
- 2. The "Expenses" section of Schedule B of the Agreement is increased by \$44,788.00 from \$347,999.99 to \$392,787.99.
- 3. The "Maximum Amount" section of Schedule B of the Agreement is increased by \$160,000.00 from \$1,111,798.97 to \$1,271,798.97.
- 4. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.
- 5. In all other respects, the Agreement is confirmed.

Ministry of  
Citizens' Services

Mailing Address:  
2<sup>nd</sup> Floor -- 3350 Douglas Street  
Victoria BC V6Z 3L1  
Telephone: (250) 852-8588  
Facsimile: (250) 852-8389

*FEBRUARY* 2012-2011 on the 8 day of  
SIGNED AND DELIVERED on the 8 day of  
on behalf of the Province by its duly  
authorized representative:

*Stephen Marguet.*  
(Authorized Representative)

*STEPHEN MARGUET*  
(Print Name)

*FOR DYNE TORGERSON.*

\*Fiscal 11-12 Contract C11SSBC23383  
R/C 32M03 SL 25003 STOB 7515  
PC 3200000

*FEB.* 2011 by or on behalf of the Contractor (or by  
SIGNED AND DELIVERED on the 8 day of  
an authorized signatory of the Contractor if a  
corporation):

*[Signature]*  
(Contractor or Authorized Signatory)

*N. STEWART*  
(Print Name)

Previous Contract Total:	\$	1,111,798.97
Amendment Amount:	\$	160,000.00
New Contract Total:	\$	1,271,798.97



MODIFICATION AGREEMENT NO. 4

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
as represented by the Minister of Labour, Citizens' Services and Open Government (the  
"Province", "we", "us", or "our", as applicable)

AND

**Pace Group Communications Inc.**, 55 Water Street, Suite 200, Vancouver, British  
Columbia, V6B 1A1 (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated **November 22, 2010**, identified as Ministry Contract No.: **C11SSBC23383** (the "Agreement").
- B. Modification Agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. Modification Agreement No. 2 extended the term to November 21, 2012, as well as increased the fees and expenses. New mailing address was created for invoicing to the Province, as well as naming a new contract administrator, changing from Bobbi Plecas to Andy Schimmel. General Services and Payment schedule were also updated.
- D. Modification Agreement No. 3 increased fees and expenses to a contract maximum of \$1,271,798.97.
- E. The parties have agreed to modify the Agreement:

AGREEMENT

The parties agree as follows:

- 1. The "Fees" section of Schedule B of the Agreement is increased by \$20,000.00 from \$878,650.98 to \$898,650.98.
- 2. The "Expenses section of Schedule B of the Agreement is decreased by \$20,000.00 from \$392,787.99 to \$372,787.99.
- 3. The "Maximum Amount" section of Schedule B of the Agreement remains the same at \$1,271,798.97.
- 4. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by facsimile transmission and such transmission will be considered an original.
- 5. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_, 2011 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation):

(Contractor or Authorized Signatory)

(Print Name)

Previous Contract Total:	\$	1,271,798.97
Amendment Amount:	\$	0.00
New Contract Total:	\$	1,271,798.97



Ministry of  
Citizens' Services and  
Open Government

MODIFICATION AGREEMENT NO. 5

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Citizens' Services and Open Government (the  
"Province", "we", "us", or "our", as applicable)

AND

PAGE GROUP COMMUNICATIONS., 55 Water Street, Suite 200, Vancouver, British  
Columbia, V6B 1A1 (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated November 22, 2012, identified as Ministry Contract No.: C11SSBVC23383 (the "Agreement").
- B. Modification agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. Modification agreement No. 2 extended the term from November 21, 2011 to November 21, 2012, as well as increased the fees and expenses for the new term. New mailing address created for invoicing the Province, as well as naming a new contract administrator, Andy Schlummel from Bobbi Plecas. General Services and Payment Schedule were also updated.
- D. Modification Agreement No. 3 increased fees and expenses to a contract maximum of \$1,271,798.97.
- E. Modification Agreement No. 4 increased fees and decreased expenses by \$20,000.00.
- F. The parties have agreed to modify the Agreement:

AGREEMENT

The parties agree as follows:

- 1. The "Term" of this Agreement currently expires on November 21, 2012, and will now be extended from November 22, 2012 to November 21, 2013 as per the option to renew clause in Schedule A, Part 1, Section 2.
- 2. The "Fees" section of Schedule B of the Agreement is increased by \$723,162.82 from \$898,650.98 to \$1,621,813.80.
- 3. The "Expenses" section of Schedule B of the Agreement is increased by \$131,992.50 from \$372,787.99 to \$504,780.49.
- 4. The "Maximum Amount" section of Schedule B of the Agreement is increased by \$855,155.32 from \$1,271,798.97 to \$2,126,954.29.

Ministry of Citizens'  
Services & Open  
Government

Mailing Address:  
PO Box 9412 Stn Prov Govt  
Victoria BC V8W 9V1  
Telephone: (250) 952-8421

5. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by a method provided for in Section 13.1 of the Agreement or any other method agreed to by the parties.
6. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 29 day of  
November, 2012 on behalf of the Province  
by its duly authorized representative:

  
(Authorized Representative)

BEN WORSOW  
(Print Name)

\*Fiscal 12/13 Contract C11SSBC23383  
R/C 32M03 SL 25003 STOB 7515  
PC 3200000 (Req No. 23383)

SIGNED AND DELIVERED on the 28 day of  
November, 2012 by or on behalf of the  
Contractor (or by an authorized signatory of the  
Contractor if a corporation):

  
(Contractor or Authorized Signatory)

Jordan Humphries  
(Print Name)

Previous Contract Total:	\$ 1,271,798.97
Renewal Amount:	\$ 855,155.32
New Contract Total:	\$ 2,126,954.29



Ministry of  
Citizens' Services and  
Open Government

MODIFICATION AGREEMENT NO. 6

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Citizens' Services and Open Government (the  
"Province", "we", "us", or "our", as applicable)

AND

PACE GROUP COMMUNICATIONS., 55 Water Street, Suite 200, Vancouver, British  
Columbia, V6B 1A1 (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated **November 22, 2012**, identified as Ministry Contract No.: C11SSBVC23383 (the "Agreement").
- B. Modification agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. Modification agreement No. 2 extended the term from November 21, 2011 to November 21, 2012, as well as increased the fees and expenses for the new term. New mailing address created for invoicing the Province, as well as naming a new contract administrator, Andy Schimmel from Bobbi Plecas. General Services and Payment Schedule were also updated.
- D. Modification Agreement No. 3 increased fees and expenses to a contract maximum of \$1,271,798.97.
- E. Modification Agreement No. 4 increased fees and decreased expenses by \$20,000.00.
- F. Modification Agreement No. 5 exercised the Option To Renew Clause, thus renewing the term from November 22, 2012 to November 21, 2013, as well as increased the "fees" by \$723,162.82, and "expenses" by \$131,992.50.
- G. The parties have agreed to modify the Agreement:

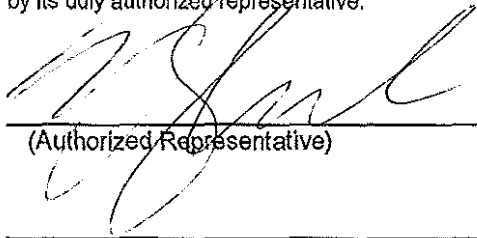
AGREEMENT

The parties agree as follows:

- 1. The "Fees" section of Schedule B of the Agreement is decreased by \$150,000.00 from \$1,621,813.80 to \$1,471,813.80.
- 2. The "Expenses" section of Schedule B of the Agreement is increased by \$150,000.00 from \$504,780.49 to \$654,780.49.
- 3. The "Maximum Amount" section of Schedule B of the Agreement remains unchanged at \$2,126,954.29.

4. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by a method provided for in Section 13.1 of the Agreement or any other method agreed to by the parties.
5. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the \_\_\_\_\_ day of \_\_\_\_\_, 2013 on behalf of the Province  
by its duly authorized representative:

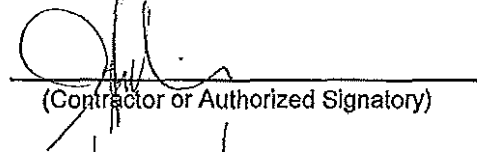


(Authorized Representative)

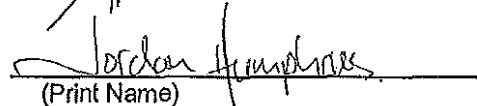
(Print Name)

\*Fiscal 12/13 Contract C11SSBC23383  
R/C 32M03 SL 25003 STOB 7515  
PC 3200000 (Req No. 23383)

SIGNED AND DELIVERED on the 14 day of February, 2013 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation):



(Contractor or Authorized Signatory)



(Print Name)

Previous Contract Total:	\$ 2,126,954.29
Renewal Amount:	\$ 0.00
New Contract Total:	\$ 2,126,954.29



Ministry of  
Technology, Innovation  
and Citizens' Services

MODIFICATION AGREEMENT NO. 7

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,  
as represented by the Minister of Technology, Innovation and Citizens' Services (the  
"Province", "we", "us", or "our", as applicable)

AND

PACE GROUP COMMUNICATIONS INC., 55 Water Street, Suite 200, Vancouver,  
British Columbia, V6B 1A1, (the "Contractor", "you", or "your", as applicable)

BACKGROUND

- A. The parties entered into an agreement dated **November 22, 2010**, identified as Ministry Contract No.: C11SSBC23383 (the "Agreement").
- B. Modification agreement No. 1 increased the maximum amount of the contract to \$757,428.00.
- C. Modification agreement No. 2 extended the term from November 21, 2011 to November 21, 2012, as well as increased the fees and expenses for the new term. New mailing address created for invoicing the Province, as well as naming a new contract administrator, Andy Schimmel from Bobbi Plecas. General Services and Payment Schedule were also updated.
- D. Modification Agreement No. 3 increased fees and expenses to a contract maximum of \$1,271,798.97.
- E. Modification Agreement No. 4 increased fees and decreased expenses by \$20,000.00.
- F. Modification Agreement No. 5 exercised the Option To Renew Clause, thus renewing the term from November 22, 2012 to November 21, 2013, as well as increased the "fees" by \$723,162.82, and "expenses" by \$131,992.50.
- G. Modification Agreement No. 6 decreased Fees Section by \$150,000 and increased the Expenses section by the same amount.
- H. The parties have agreed to modify the Agreement:

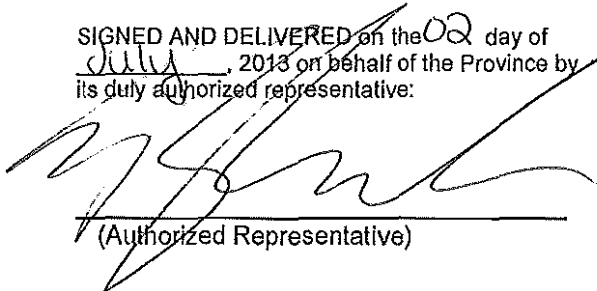
AGREEMENT

The parties agree as follows:

- 1. The "Fees" section of Schedule B of the Agreement is increased by \$300,000 from \$1,471,813.80 to \$1,771,813.80
- 2. The "Expenses" section of Schedule B of the Agreement is increased by \$150,000.00 from \$654,780.49 to \$804,780.49.

3. The "Maximum Amount" section of Schedule B of the Agreement increases from \$2,126,954.29 to \$2,576,954.29.
4. The Term of this Agreement currently expires on November 21, 2013 and will now be extended to March 31, 2014 as per the option to renew clause in Schedule A, Part 1, paragraph 2.
5. This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered will be an original, and all such counterparts may be delivered by a method provided for in Section 13.1 of the Agreement or any other method agreed to by the parties.
6. In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 02 day of July, 2013 on behalf of the Province by its duly authorized representative:

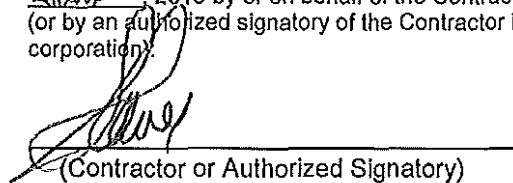


(Authorized Representative)

Mike Blaschuk

(Print Name)

SIGNED AND DELIVERED on the 28 day of June, 2013 by or on behalf of the Contractor (or by an authorized signatory of the Contractor if a corporation):



(Contractor or Authorized Signatory)

Norman Stone

(Print Name)

\*Fiscal 12/13 Contract C11SSBC23383  
R/C 32M03 SL 25003 STOB 7515  
PC 3200000 (Note)

Previous Contract Total:	\$ 2,126,954.29
Amendment Amount:	\$ 450,000.00
New Contract Total:	\$2,576,954.29