

**MODIFICATION AGREEMENT**  
**PACE GROUP COMMUNICATIONS INC.**  
**CONTRACT NUMBER: C13GCPE27981 – AMENDMENT #001**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the **Minister of Citizens' Services and Open Government,**  
**Government Communications and Public Engagement** at 4<sup>th</sup> Flr 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

AND

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference November 19<sup>th</sup>, 2012, a copy of which is attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**


The parties agree as follows:

- (1) That "Schedule A - Term", shall be extended to end on January 31<sup>st</sup>, 2013;
- (2) That "Schedule A – Services", shall be revised to include, "provide additional media training sessions, to be held on four days in January 2013, at 4<sup>th</sup> Floor 617 Government Street, Victoria";
- (3) That "Schedule B – Maximum Amount Payable", shall be increased by \$9,200 to a maximum amount of \$12,200;
- (4) That "Schedule B – Fees", shall be revised to include the following:  
Fees: at a rate of \$2,000 per day, for additional media training sessions, being held on four days in January 2013;
- (5) That "Schedule B – Expenses", shall include the following:  
Not to exceed \$1,200 for travel expenses under the terms of this Agreement as identified below:
  - a. travel, accommodation and meal expenses for travel greater than 32 kilometers away from Vancouver, British Columbia on the same basis as the Province pays its Group II employees when they are on travel status; andexcluding Harmonized sales tax ("HST") or other applicable tax paid or payable by the Contractor on expenses described in (a) above 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.
- (6) Regardless of the date of execution, this modification agreement is effective November 29<sup>th</sup>, 2012, and
- (7) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the

6 day of December, 2012 on  
behalf of the Province by its authorized  
representative:

**Government Communications and  
Public Engagement**


  
(Authorized Representative)

Athana Mentzelopoulos  
Print Name

SIGNED AND DELIVERED on the

4 day of DECEMBER, 2012 by or on  
behalf of (or by an authorized signatory of the  
Contractor if a corporation):

**Pace Group Communications Inc.**

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

**(FOR ADMINISTRATIVE PURPOSES ONLY)**

Previous Contract Total:	\$3,000.00
Amendment Amount:	\$9,200.00
New Contract Total:	\$12,200.00

## APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for 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 \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

#### 2. 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.html#suppliers](http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#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 ministry 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 miscellaneous expenses.

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

*Ministry Contract No.: C13GCPE27981*

*Requisition No.: 27981*

*Solicitation No.(if applicable): n/a*

*Commodity Code: AD.AD00*

### *Contractor Information*

*Supplier Name: Pace Group Communications Inc.*

*Supplier No.: 165266*

*Telephone No.: 604-646-3556*

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

*Website: n/a*

### *Financial Information*

*Client: 112*

*Responsibility Centre: 32348*

*Service Line: 34420*

*STOB: 6001*

*Project: 32N0112*

*Template version: February 8, 2012*

## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions.....	1
	1.1 General.....	1
	1.2 Meaning of "record" .....	1
2.	Services.....	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.	Payment.....	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.	Representations and Warranties.....	4
5.	Privacy, Security and Confidentiality .....	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.	Material and Intellectual Property.....	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.	Records and Reports .....	5
	7.1 Work reporting.....	5
	7.2 Time and expense records.....	6
8.	Audit.....	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 - Services

Part 3 - Related Documentation

Part 4 - Key Personnel

---

## **SCHEDULE B – FEES AND EXPENSES**

Part 1 - Maximum Amount Payable

Part 2 - Fees

Part 3 - Expenses

Part 4 - Statements of Account

Part 5 - Payments Due

## **SCHEDULE C – 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 19<sup>th</sup> day of November, 2012.

BETWEEN:

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

200-55 Water Street, Vancouver, British Columbia V6B 1A1

FAX NUMBER: n/a

AND:

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

4<sup>th</sup> Floor, 617 Government Street, PO Box 9409, Stn Prov Govt, Victoria, British Columbia V8W 9V1

Fax Number: 250-387-6687

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.

## 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

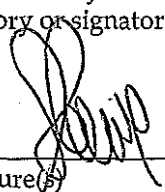
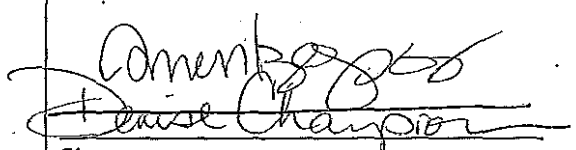
### 14.1 In this Agreement:

- (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 <u>14<sup>TH</sup></u> day of <u>NOVEMBER</u>, 2012 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Norman Stowe</u></p> <p>Print Name(s)</p> <p><u>MANAGING PARTNER</u></p> <p>Print Title(s)</p>	<p>SIGNED on the <u>16<sup>th</sup></u> day of <u>November</u>, 2012 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Denise Champion</u> <u>Athina Mantzavelopoulou</u></p> <p>Print Name</p> <p><u>Executive Director, Corporate Services</u></p> <p>Print Title</p>
--	---

## Schedule A – Services

### PART 1. TERM:

1. Regardless of the date of execution, the term of this Agreement commences on November 19<sup>th</sup>, 2012 and ends on November 28<sup>th</sup>, 2012.

### PART 2. SERVICES:

As directed by the contract manager or their designated alternate, the contract will deliver up to three media training sessions to the Province of British Columbia, as requested.

### PART 3. RELATED DOCUMENTATION: Not Applicable

### PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor is as follows:
  - (a) Norman Stowe

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

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

### 2. FEES:

Fees: at a rate of \$1,000 per training session provided by the Contractor as Services during the Term, up to three training sessions.

### 3. EXPENSES: None

### 4. STATEMENTS OF ACCOUNT:

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

- (a) the Contractor's legal name and address;
- (b) the date of the statement, and the Billing Period to which the statement pertains;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all training sessions provided during the Billing Period; for which the Contractor claims fees and a description of the applicable fee rates;
- (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 DUE:**

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

**Schedule C – Approved Subcontractor(s): Not Applicable**

**Schedule D – Insurance: Not Applicable**

## **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: Not Applicable**

**Schedule G – Security Schedule: Not Applicable**



**MODIFICATION AGREEMENT  
PACE GROUP COMMUNICATIONS INC.  
CONTRACT NUMBER: C13GCPE26857- AMENDMENT #005**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**,  
represented by the **Minister of Citizens' Services and Open Government**,  
**Government Communications and Public Engagement** at 4<sup>th</sup> Floor, 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia, V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

AND

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference the 31<sup>st</sup> day of May 2012, and addendums thereto dated June 7<sup>th</sup>, 2012, July 1<sup>st</sup>, 2012, July 20<sup>th</sup>, 2012, and January 17<sup>th</sup>, 2013. (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the "Term" described in "Schedule A" shall be extended to end April 5, 2013,
- (2) Regardless of the date of execution, this modification agreement is effective March 31<sup>st</sup>, 2013, and
- (3) In all other respects, the Agreement is confirmed.

**SIGNED AND DELIVERED** on the

12 day of April, 2013 on  
behalf of the Province by its authorized  
representative:

**Government Communications and  
Public Engagement**

  
(Authorized Representative)

Denise Champion  
Print Name

**SIGNED AND DELIVERED** on the

10<sup>th</sup> day of APRIL, 2013 by or on  
behalf of (or by an authorized signatory of the  
Contractor if a corporation):

**PACE Group Communications Inc.**

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

Previous Contract Total:	\$1,410,000.00
Amendment Amount:	\$0.00
New Contract Total:	\$1,410,000.00

**MODIFICATION AGREEMENT**  
**PACE GROUP COMMUNICATIONS INC.**  
**CONTRACT NUMBER: C13GCPE26857- AMENDMENT #004**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the **Minister of Citizens' Services and Open Government,**  
**Government Communications and Public Engagement** at 4<sup>th</sup> Floor, 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia, V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

AND

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference the 31<sup>st</sup> day of May 2012, and addendums thereto dated June 7<sup>th</sup>, 2012, July 1<sup>st</sup>, 2012 and July 20<sup>th</sup>, 2012, copies of which are attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the "Term" described in "Schedule A", shall be extended to end March 31<sup>st</sup>, 2013,
- (2) That the "Services" described in "Schedule A", shall be revised to include, 22 additional Regional Job Fairs, subject to change,
- (3) That the "Maximum Amount Payable", shall be increased by \$430,000, to an amount not to exceed \$1,410,000 for the Term,
- (4) That the "Fees" and "Expenses" for the additional BC Jobs Start Here Regional Job Fairs shall be invoiced in accordance with the attached "BC Job Fairs Budget Estimate – Revision 2 dated December 20<sup>th</sup>, 2012",
- (5) Regardless of the date of execution, this modification agreement is effective January 17<sup>th</sup>, 2013, and
- (6) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the  
8<sup>th</sup> day of January, 2013 on  
behalf of the Province by its authorized  
representative:

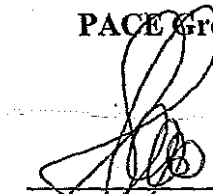
**Government Communications and  
Public Engagement**

  
(Authorized Representative)

Denise Champion  
Print Name

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

**PACE Group Communications Inc.**

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

Previous Contract Total:	\$980,000.00
Amendment Amount:	\$430,000.00
New Contract Total:	\$1,410,000.00

# BC Jobs Plan - Job Fair

## DRAFT Budget Estimate

Revised: Dec 20 @ 11:00am



**January 21 - March 28, 2013 (22 communities)**

Budget Item	Detail	Total
<b>Staff</b>		
Job Fair Exhibit Staff (4)	Includes CPP, UI, WCB and holiday pay Jan 7-Mar 31; \$3,725/month x 4 staff	\$42,108.00
<b>Travel Expenses - Exhibit Staff</b>		
	Based on 15 communities and 60 days of travel	
Accommodation	Avg. \$125/night x 60 x 4	\$30,000.00
Perdiem	\$49/day x 60 x 4	\$11,760.00
<b>Travel Expenses - Logistics Manager</b>		
	Based on 15 communities and 50 days of travel	
Accommodation	Avg. \$125/night x 50 nights	\$6,250.00
Perdiem	\$49/day x 50 days	\$2,450.00
Airfare	Avg. \$800 x 15 communities	\$12,000.00
Rental Vehicle	Avg. \$200 x 50 days	\$10,000.00
<b>Uniforms</b>		
Exhibit Staff (4)	Golf shirt, pants, shoes, light jacket/fleece, winter jacket	\$4,000.00
Logistics Managers (2)	Golf shirt, light jacket/fleece, winter jacket	\$1,500.00
<b>Office/Misc.</b>		
Communication Devices	Blackberry rental \$300/month x 3 months x 3 handsets	\$2,700.00
Internet Sticks	For exhibit internet access \$500/month x 3 months x 2	\$3,000.00
Office Equipment	Laptop, printer, office supplies, etc. \$500/month x 3 x 3 laptops	\$4,500.00
Misc Supplies		\$3,500.00
<b>Exhibit</b>		
Exhibit Repair	Repair to existing exhibit and job fair infrastructure	\$3,500.00
Sprinter Van Refurbishment	Removal of graphics and awning, patch screw holes	\$6,500.00
<b>Transportation</b>		
Truck	Transport of Job Fair infrastructure materials (3 tonne)	\$9,000.00
Fuel	Estimate	\$3,500.00
Routine maintenance, parking, etc.	Including winter tires	\$2,500.00
<b>Location Fees</b>		
Venue Rentals	Estimate, Avg. \$3000 x 22	\$66,000.00
Food & Beverage	Avg. \$1200 x 22	\$26,400.00
<b>Collateral</b>		TBC
<b>Disbursements</b>		long distance, photocopying, courier, etc.
		\$5,000.00

<b>Pace Fees</b>		
Interviewing, hiring, training of staff		\$5,360.00
Pre-planning and Coordination		\$100,480.00
Travel and On-site		\$36,000.00
Media Relations		\$22,880.00
Accounting		\$7,125.00
<b>TOTAL</b>	<i>plus applicable tax</i>	<b>\$428,013.00</b>
<b>Total per Job Fair</b>	<i>plus applicable tax</i>	<b>\$19,455.14</b>

**Notes:**

- Locations fees are estimated and will vary depending on venue costs
- Travel expenses charged based on actual costs and number of days outside of the Lower Mainland

**MODIFICATION AGREEMENT**  
**PACE GROUP COMMUNICATIONS INC.**  
**CONTRACT NUMBER: C13GCPE26857- AMENDMENT #003**

BETWEEN

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the **Minister of Labour, Citizens' Services and Open Government,**  
**Government Communications and Public Engagement** at 4<sup>th</sup> Floor, 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia, V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

AND

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference 31<sup>st</sup>, day of May 2012, and addendums thereto dated June 7<sup>th</sup>, 2012, and July 1<sup>st</sup>, 2012, copies of which are attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the "Maximum Amount Payable", shall be increased by \$130,000, to an amount not to exceed \$980,000 for the Term,
- (4) That the "Fees" and "Expenses" for the BC Jobs Fair Mobile Exhibit and the BC Jobs Start Here Regional Job Fairs shall be invoiced in accordance with the attached "BC Job Fairs – Mobile Exhibit Budget Estimate Revision 1", and the "BC Job Fairs Budget Estimate – Revision 1". The Contractor will receive an additional advance payment of \$24,500, for prepayment of the PNE Venue. The Contractor will be required to submit proof of payment, for the sum of this advance, or repayment, at the current interest rate will be required,
- (5) Regardless of the date of execution, this modification agreement is effective July 20<sup>th</sup>, 2012, and
- (6) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the  
24 day of JULY, 2012 on  
behalf of the Province by its authorized  
representative:

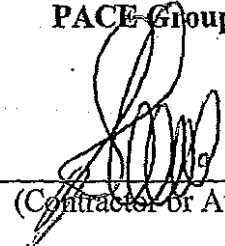
Government Communications and  
Public Engagement

  
(Authorized Representative)

Denise Champion  
Print Name

SIGNED AND DELIVERED on the  
23<sup>RD</sup> day of JULY, 2012 by or  
on behalf of (or by an authorized signatory  
of the Contractor if a corporation):

~~PACE Group Communications Inc.~~

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

Previous Contract Total:	\$850,000.00
Amendment Amount:	\$130,000.00
New Contract Total:	\$980,000.00

# 3C Jobs Plan - Job Fairs - Revision #1

## Budget Estimate

Revised: June 25 @ 5:00pm



VANCOUVER | VICTORIA

June 8 - November 30, 2012 (27 Job Fairs)

Budget Item	Detail	Total
<b>Staff</b>	<i>Includes CPP, UI, WCB and holiday pay</i>	
Additional On-site Staff (1)	Sep 5-Nov 30; \$3,725/month	\$11,175.00
<b>Travel Expenses</b>	<i>Based on 22 communities and 66 days of travel</i>	
Accommodation	Avg. \$125/night x 66 nights + Avg. \$125/night x 90 nights	\$19,500.00
Perdiem	\$49/day x 66 days + \$49/day x 90 days	\$7,644.00
Airfare	Avg. \$425 x 22 communities	\$9,350.00
Rental Vehicle	Avg. \$200 x 66 days	\$13,200.00
<b>Office/Misc.</b>		
Communication Devices	Blackberry rental \$300/month x 5.5 months x 2	\$3,300.00
Office Equipment	Laptop, printer, office supplies, etc. \$500/month x 2	\$5,500.00
Misc Supplies		\$3,300.00
<b>Transportation</b>		
Truck	Transport of Job Fair Infrastructure materials (3 tonne)	\$9,000.00
Fuel	Estimate	\$3,960.00
Routine maintenance, parking, etc.	Including winter tires	\$5,800.00
<b>Job Fairs Infrastructure</b>		
Reception Display	Welcome Desk, Banner Stands, Sandwich Boards	\$29,880.00
Exhibit Booths	Tables/Chairs, Pipe & Drape, Branding, Electrical (20 10'x10' booths)	\$48,850.00
Project Management		\$7,000.00
Misc Supplies		\$3,000.00
<b>Location Fees</b>		
Venue Rentals	Estimate . Avg. \$3800 . 27	\$102,600.00
Coffee & Water	Avg. \$600 x 27	\$16,200.00



**Disbursements**

long distance, photocopying, courier, etc.

\$5,000.00

**Pace Fees**

Pre-planning and Coordination

\$191,030.00

Travel and On-site

\$58,320.00

Media Relations

\$28,080.00

Accounting

\$12,960.00

<b>TOTAL</b>	<i>plus applicable tax</i>	<b>\$594,649.00</b>
<b>Total per Job Fair</b>	<i>plus applicable tax</i>	<b>\$22,024.04</b>

**Notes:**

- Budget includes all costs for pre-planning in July & August and 27 Job Fairs in September - November
- Locations fees are estimated and will vary depending on venue costs
- Travel expenses charged based on actual costs and number of days outside of the Lower Mainland
- The above budget includes the following staffing levels at Job Fairs
  - For the majority of Job Fairs, the Mobile Display staff will arrive the day before the event for set-up
  - A Pace Group staff person (Logistics Manager) will arrive the day before the Job Fair to help with set-up and be on-site for the event
  - We have budgeted for an additional on-site staff person to help the Logistics Manager with on-site duties
  - During the Job Fair, the Mobile Display staff will staff their display and be available to assist in other areas if required
  - In the event that we are unable to secure on-site staff assistance from the Work BC Employment Centres and/or community volunteers, it may be necessary to add the additional cost of paid on-site staff

# IC Job Fairs - Mobile Exhibit - Revision #1

## Budget Estimate

revised: June 22 @ 10:15am



VANCOUVER | VICTORIA

June 27 - November 30, 2012 (22.5 weeks)

Budget Item	Detail	Total
<b>Staff Wages</b>	<i>Includes CPP, UI, WCB and holiday pay</i>	
Four Lead (1)	Jun 27-Dec 7; \$4,100/month	\$24,087.50
Four Staff (2)	Jun 27-Nov 30; \$3,725/month	\$41,906.25
Four Staff (1)	Jun 27-Sep 4; \$3,725/month	\$9,312.50
<b>Travel Expenses</b>	<i>Based on 130 days of travel out of a total of 154 days</i>	
Accommodation	Avg. \$125/night x 130 x 3 = \$48,750; \$125 x 35 x 1 = \$4,375	\$53,125.00
Perdiem	\$49/day x 130 x 3 = \$19,110; \$49 x 35 x 1 = \$1,715	\$20,825.00
Laundry		\$1,475.00
<b>Uniforms (Direct Billed to GCPE)</b>	Golf shirt, pants, shoes, light jacket/fleece, winter jacket	\$0.00
<b>Office/Misc:</b>		
Communication Devices	Blackberry rental \$300/month x 5.5 months	\$1,650.00
Internet Sticks	For exhibit internet access \$500/month x 5.5 months x 3	\$8,250.00
Office Equipment	Laptop, printer, office supplies, etc. \$500/month	\$2,750.00
Misc Supplies		\$3,300.00
<b>Transportation</b>		
Exhibit Vehicle (Direct Billed to GCPE)	Dodge Sprinter; Gov't procurement; \$1175/month x 6.5	\$0.00
Fuel		\$3,960.00
Routine maintenance, parking, etc. (Maintenance Direct Billed to GCPE)	Including winter tires	\$2,000.00
<b>Exhibit</b>		
Design and file prep		\$10,460.00
Project Management		\$9,000.00
Internet Enabled Kiosks	Standalone iPad kiosks (4); branded; kiosk software	\$16,140.00
Electrical		\$4,000.00
Van Graphics and Awning	Exterior graphic wrap; retractable awning	\$14,390.00
Tents	2 10x10 tents; branded; weights; floor	\$14,354.00
Exterior pageantry	4 feather flags (hardware & graphics)	\$2,500.00
Mall (Indoor) Display	Custom double sided display w/side columns/sails	\$15,167.00
Exhibit repair and maintenance	If required	\$3,000.00
Van Restoration	Remove graphics and awning, repair body work	\$6,500.00
Exhibit Contingency		\$10,000.00
<b>Location Fees</b>		\$28,000.00

Collateral

not released - National Archives, Office of TBC

Advertising		TBC
Disbursements	long distance, photocopying, courier, etc.	\$2,500.00
Place Fees		
Interviewing, hiring, training of staff		\$10,320.00
Pre-planning and on the road coordination		\$28,370.00
Media Relations		\$4,875.00
Wrap-up		\$3,300.00
Accounting		\$5,000.00
<b>TOTAL</b>	<b>plus applicable tax</b>	<b>\$360,517.25</b>

**Notes:**

- Budget includes all costs for both July/August as well as attending all 27 Job Fairs in September - November
- Locations fees are estimated and will vary depending on venue costs
- Travel expenses charged based on actual costs and number of days outside of the Lower Mainland

**MODIFICATION AGREEMENT**  
**PACE GROUP COMMUNICATIONS INC.**  
**CONTRACT NUMBER: C13GCPE26857- AMENDMENT #002**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the **Minister of Labour, Citizens' Services and Open Government,**  
**Government Communications and Public Engagement** at 4<sup>th</sup> Floor, 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia, V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

**AND**

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference 31<sup>st</sup>, day of May 2012, and addendum thereto dated June 7<sup>th</sup>, 2012, copies of which are attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the "Term" of this Agreement shall be extended to end November 30, 2012,
- (2) That the "Services" described in "Schedule A" shall be revised to include the following:

The Contractor will provide the following, but not limited to services, for the BC Jobs Starts Here, Regional Job Fairs:

**Communications and Information Management:**

- a). Establishing contact with the Regional Economic Development Officer (contact information to be provided by the GCPE Project Officer);
- b). Contacting key players within the region and outlying communities, industry associations, post-secondary institutions, employment centres and other community agencies (such as the Chamber of Commerce). The GCPE Project Officer and/or Regional Economic Development Staff may assist the Contractor in identifying key contacts;
- c). Communicating requirements for design and production of media releases and/or ad copy. The GCPE Project Officer will provide the Contractor with a key contact who is responsible for ensuring that media releases and/or ad copy are developed;
- d). Developing a media relations strategy (taking into consideration circulation frequency of regional and community papers). The GCPE Project Officer will

provide the Contractor with a key contact who is responsible for ensuring ad placement in regional and community newspapers; and

- e) Identifying and communicating requirements for design and production of additional information materials that may be required including, but not limited to, promotional materials other than advertising. The GCPE Project Officer will provide the Contractor with a key contact who is responsible for ensuring the design and supply of final, print-ready artwork. The Contractor is responsible for the production of the materials.

**Financial Management:**

- a) Working with the GCPE Project Officer to ensure job fairs are carried out within budget; and
- b) Coordinating payment for all suppliers, including venue, catering and travel (excluding ad placement costs), noting that the Province will directly pay for some of these related expenses.

**Logistics Management:**

- a) Arranging all pre-event and on-site logistical needs including, but not limited to, photography and videographer services;
- b) Developing a checklist of all required event elements;
- c) Coordinating all planning, organization, bookings, materials, invitations, on-site support and follow-up;
- d) Identifying requirements for signage to the GCPE Project Officer. GCPE is responsible for designing and providing final, print-ready artwork. The Contractor is responsible for production and installation of signage. The GCPE Project Officer will provide the Contractor with a key contact who is responsible for ensuring the design and supply of final, print-ready artwork.
- e) Providing the GCPE Project Officer with a summary of findings and recommendations coming out of each Fair; incorporating improvements to subsequent Fairs; and
- f) Providing the GCPE Project Officer with statistical information and analysis, such as number of employers represented; number of workers attending; and, customer satisfaction results (methodology and survey questions to be developed in consultation with GCPE Project Officer).

- (3) That the "Maximum Amount Payable", shall be increased by \$500,000, to an amount not to exceed \$850,000 for the term,
- (4) That the "Fees" for the BC Jobs Start Here Regional Job Fairs shall be invoiced in accordance with the attached "BC Job Fairs Budget Estimate". The Contractor will receive an additional advance payment of \$44,365, for the infrastructure of the Job Fairs. The Contractor will be required to submit proof of payment, for the sum of this advance, or repayment, at the current interest rate will be required,
- (5) Regardless of the date of execution, this modification agreement is effective July 1<sup>st</sup>, 2012, and
- (6) In all other respects, the Agreement is confirmed.

**SIGNED AND DELIVERED** on the  
19 day of July, 2012 on  
behalf of the Province by its authorized  
representative:

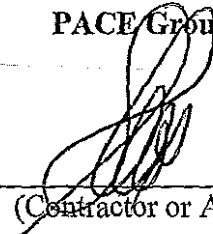
**Government Communications and  
Public Engagement**

  
(Authorized Representative)

Denise Champion  
Print Name

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

**PACE Group Communications Inc.**

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

Previous Contract Total:	\$350,000.00
Amendment Amount:	\$500,000.00
New Contract Total:	\$850,000.00

# BC Jobs Plan - Job Fairs

## Budget Estimate

Revised: June 25 @ 5:00pm



June 8 - November 30, 2012 (27 Job Fairs)

Budget Item	Detail	Total
<b>Staff</b>	<i>Includes CPP, UIIC, WCB and holiday pay</i>	
Additional On-site Staff (1)	Sep 5-Nov 30; \$3,725/month	\$11,175.00
<b>Travel Expenses</b>	<i>Based on 22 communities and 66 days of travel</i>	
Accommodation	Avg. \$125/night x 66 nights + Avg. \$125/night x 90 nights	\$19,500.00
Per diem	\$49/day x 66 days + \$49/day x 90 days	\$7,644.00
Airfare	Avg. \$425 x 22 communities	\$9,350.00
Rental Vehicle	Avg. \$200 x 66 days	\$13,200.00
<b>Office/Misc</b>		
Communication Devices	Blackberry rental \$300/month x 5.5 months x 2	\$3,300.00
Office Equipment	Laptop, printer, office supplies, etc. \$500/month x 2	\$5,500.00
Misc Supplies		\$3,300.00
<b>Transportation</b>		
Truck	Transport of Job Fair Infrastructure materials (3 tonne)	\$9,000.00
Fuel	Estimate	\$3,960.00
Routine maintenance, parking, etc.	Including winter tires	\$5,800.00
<b>Job Fairs Infrastructure</b>		
Reception Display	Welcome Desk, Banner Stands, Sandwich Boards	\$29,880.00
Exhibit Booths	Tables/Chairs, Pipe & Drape, Branding, Electrical (20,10'x10' booths)	\$48,850.00
Project Management		\$7,000.00
Misc Supplies		\$3,000.00
<b>Location Fees</b>		
Coffee & Water	Avg. \$600 x 27	\$16,200.00



Disbursements long distance, photocopying, courier, etc. \$5,000.00

**Pace Fees**

Pre-planning and Coordination \$191,030.00  
Travel and On-site \$58,320.00  
Media Relations \$28,080.00  
Accounting \$12,960.00

<b>TOTAL</b>	<i>plus applicable tax</i>	<b>\$492,049.00</b>
<b>Total per Job Fair</b>	<i>plus applicable tax</i>	<b>\$18,224.04</b>

**Notes:**

- Budget includes all costs for pre-planning in July & August and 27 Job Fairs in September - November
- Locations fees are estimated and will vary depending on venue costs
- Travel expenses charged based on actual costs and number of days outside of the Lower Mainland
- The above budget includes the following staffing levels at Job Fairs
  - For the majority of Job Fairs, the Mobile Display staff will arrive the day before the event for set-up
  - A Pace Group staff person (Logistics Manager) will arrive the day before the Job Fair to help with set-up and be on-site for the event
  - We have budgeted for an additional on-site staff person to help the Logistics Manager with on-site duties
  - During the Job Fair, the Mobile Display staff will staff their display and be available to assist in other areas if required
  - In the event that we are unable to secure on-site staff assistance from the Work BC Employment Centres and/or community volunteers, it may be necessary to add the additional cost of paid on-site staff

**MODIFICATION AGREEMENT**  
**PACE GROUP COMMUNICATIONS INC.**  
**CONTRACT NUMBER: C13GCPE26857- AMENDMENT #001**

**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,**  
represented by the **Minister of Labour, Citizens' Services and Open Government,**  
**Government Communications and Public Engagement** at 4<sup>th</sup> Floor, 617 Government Street,  
PO Box 9409 STN PROV GOVT, Victoria, British Columbia, V8W 9V1  
(the "Province", "we", "us", or "our", as applicable)

**AND**

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

**BACKGROUND**

- A. The parties entered into an agreement dated for reference 31<sup>st</sup>, day of May 2012, a copy of which is attached (the "Agreement").
- B. The parties have agreed to modify the Agreement.

**AGREEMENT**

The parties agree as follows:

- (1) That the "Services" described in "Schedule A" shall be revised as follows: The Contractor will provide the following additional services:
  - a) Develop and design the BC Jobs Fair Mobile Display;
  - b) Oversee construction of the Mobile Display and monitor costs to ensure product is delivered on time and within budget;
  - c) Develop a Mobile Display tour schedule to build momentum in communities by identifying opportunities to piggy-back on other events (including but not limited to communities selected for the Regional Job Fairs and the recently launched JobFest Tour);
  - d) Providing logistical support for setting up and tearing down of the display, movement of the display from venue to venue, and securing knowledgeable staff to interact with users;
  - e) Identify requirements for signage to the GCPE Project Officer. GCPE is responsible for designing and providing final, print-ready artwork. The Contractor is responsible for production and installation of signage. The GCPE Project Officer will provide the Contractor with a key contact who is responsible for ensuring the design and supply of final, print-ready artwork.
  - f) Provide the GCPE Project Officer with a summary of findings and recommendations coming out of each Mobile Display event; incorporating improvements to subsequent events; and

- g) For each ent, provide the GCPE Project Officer a statistical information such as number of number of users visiting the display; number of users accessing the WorkBC website; and, customer satisfaction results (methodology and survey questions to be developed in consultation with GCPE Project Officer),

- (2) That the "Maximum Amount Payable" shall be increased by \$335,000, to an amount not to exceed \$350,000 for the term,
- (3) That the "Fees" for the BC Jobs Fair Mobile Exhibit shall be invoiced in accordance with the attached "BC Job Fairs – Mobile Exhibit Budget Estimate". The Contractor will receive an advanced payment of \$50,000, for the construction of the Mobile Exhibit. The Contractor will be required to submit proof of payment, for the sum of the advance, or repayment, at the current interest rate will be required,
- (4) That "Schedule F- Additional Terms" will be revised to include the following: "All drivers of government vehicles must hold a valid BC driver's licence for the type of vehicle,"
- (5) Regardless of the date of execution, this modification agreement is effective June 7<sup>th</sup>, 2012, and
- (6) In all other respects, the Agreement is confirmed.

**SIGNED AND DELIVERED on the**

22 day of June, 2012 on  
behalf of the Province by its authorized  
representative:

**Government Communications and  
Public Engagement**

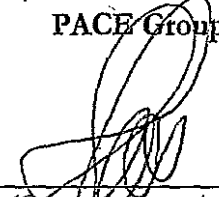
  
(Authorized Representative)

Denise Champion  
Print Name

**SIGNED AND DELIVERED on the**

22 day of June, 2012 by or on  
behalf of (or by an authorized signatory of  
the Contractor if a corporation):

**PACE Group Communications Inc.**

  
(Contractor or Authorized Signatory)

Norman Stowe  
Print Name

Previous Contract Total:	\$15,000.00
Amendment Amount:	\$335,000.00
New Contract Total:	\$350,000.00

# BC Job Fairs - Mobile Exhibit

## Budget Estimate

Revised: June 22 @ 10:15am



**June 27 - November 30, 2012 (22.5 weeks)**

Budget Item	Detail	Total
<b>Staff Wages</b>	<i>(includes CPP, UIG, WCB and holiday pay)</i>	
Tour Lead (1)	Jun 27-Dec 7; \$4,100/month	\$24,087.50
Tour Staff (2)	Jun 27-Nov 30; \$3,725/month	\$41,906.25
Tour Staff (1)	Jun 27-Sep 4; \$3,725/month	\$9,312.50
<b>Travel Expenses</b>	<i>Based on 130 days of travel out of a total of 154 days</i>	
Accommodation	Avg. \$125/night x 130 x 3 = \$48,750; \$125 x 35 x 1 = \$4,375	\$53,125.00
Per diem	\$49/day x 130 x 3 = \$19,110; \$49 x 35 x 1 = \$1,715	\$20,825.00
Laundry		\$1,475.00
<b>Uniforms (Direct Billed to GCPE)</b>	Golf shirt, pants, shoes, light jacket/fleece, winter jacket	\$0.00
<b>Office/Misc</b>		
Communication Devices	Blackberry rental \$300/month x 5.5 months	\$1,650.00
Internet Sticks	For exhibit internet access \$500/month x 5.5 months x 3	\$8,250.00
Office Equipment	Laptop, printer, office supplies, etc. \$500/month	\$2,750.00
Misc Supplies		\$3,300.00
<b>Transportation</b>		
Exhibit Vehicle (Direct Billed to GCPE)	Dodge Sprinter; Gov't procurement; \$1175/month x 6.5	\$0.00
Fuel		\$3,960.00
Routine maintenance, parking, etc.		
(Maintenance Direct Billed to GCPE)	Including winter tires	\$2,000.00
<b>Exhibit</b>		
Design and file prep		\$10,460.00
Project Management		\$9,000.00
Internet Enabled Kiosks	Standalone iPad kiosks (4); branded; kiosk software	\$16,140.00
Electrical		\$4,000.00
Van Graphics and Awning	Exterior graphic wrap; retractable awning	\$14,390.00
Tents	2 10x10 tents; branded; weights; floor	\$14,354.00
Exterior pageantry	4 feather flags (hardware & graphics)	\$2,500.00
Mall (Indoor) Display	Custom double sided display w/side columns/sails	\$15,167.00
Exhibit repair and maintenance	If required	\$3,000.00
Van Restoration	Remove graphics and awning, repair body work	\$6,500.00
Exhibit Contingency		\$10,000.00
<b>Location Fees (Direct Billed to GCPE)</b>		\$0.00



Advertising		TBC
Disbursements	long distance, photocopying, courier, etc	\$2,500.00
Pace Fees		
Interviewing, hiring, training of staff		\$10,320.00
Pre-planning and on the road coordination		\$28,370.00
Media Relations		\$4,875.00
Wrap up		\$3,300.00
Accounting		\$5,000.00
<b>TOTAL</b>	<i>plus applicable tax</i>	<b>\$332,517.25</b>

**Notes:**

- Budget includes all costs for both July/August as well as attending all 27 Job Fairs in September - November
- Locations fees are estimated and will vary depending on venue costs
- Travel expenses charged based on actual costs and number of days outside of the Lower Mainland

# GENERAL SERVICE AGREEMENT



## *For Administrative Purposes Only*

*Ministry Contract No.:* C13GCPE26857

*Requisition No.:* 26857

*Solicitation No.(if applicable):* \_\_\_\_\_

*Commodity Code:* AD.AD00

### *Contractor Information*

*Supplier Name:* Pace Group Communications Inc

*Supplier No.:* 165266

*Telephone No.:* 604 646-3596

*E-mail Address:* \_\_\_\_\_

*Website:* pacegroup.com

### *Financial Information*

*Client:* 112

*Responsibility Centre:* 32348

*Service Line:* 34420

*STOB:* 6701, 6702

*Project:* 32N0361

*Template version:* February 8, 2012

## TABLE OF CONTENTS

No.	Heading	Page
1.	Definitions.....	1
1.1	General.....	1
1.2	Meaning of "record" .....	1
2.	Services.....	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.	Payment.....	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.	Representations and Warranties.....	4
5.	Privacy, Security and Confidentiality .....	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.	Material and Intellectual Property.....	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.	Records and Reports .....	5
7.1	Work reporting .....	5
7.2	Time and expense records.....	6
8.	Audit.....	6



9.	Indemnity and Insurance.....	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.	Force Majeure.....	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.	Default and Termination.....	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.	Dispute Resolution.....	9
12.1	Dispute resolution process.....	9
12.2	Location of arbitration or mediation.....	9
12.3	Costs of mediation or arbitration.....	9
13.	Miscellaneous.....	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.	Interpretation.....	12
15.	Execution and Delivery of Agreement.....	12

## **SCHEDULE A - SERVICES**

- Part 1 - Term
  - Part 2 - Services
  - Part 3 - Related Documentation
  - Part 4 - Key Personnel
- 

## **SCHEDULE B - FEES AND EXPENSES**

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

## **SCHEDULE C - 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 31<sup>st</sup> day of May, 2012.

BETWEEN:

**PAGE GROUP COMMUNICATIONS INC d.b.a PAGE GROUP** (the "Contractor") with the following specified address:

200 - 55 Water Street  
Vancouver, British Columbia, V6B 1A1

AND:

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA**, as represented by the Minister of Labour, Citizens' Services and Open Government, Government Communications and Public Engagement (the "Province") with the following specified address:

4<sup>th</sup> Floor 617 Government Street, Victoria, British Columbia, V8W 9V1  
And Fax Number: 250 387-6687

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 embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

(b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

### Consequence of Event of Force Majeure

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

### Duties of Affected Party

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

## 11 DEFAULT AND TERMINATION

### Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

(a) "Event of Default" means any of the following:

- (i) an Insolvency Event,
- (ii) the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
- (iii) any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and

(b) "Insolvency Event" means any of the following:

- (i) an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
- (ii) the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
- (iii) a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
- (iv) a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
- (v) a receiver or receiver-manager is appointed for any of the Contractor's property, or

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

#### Province's options on default

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

#### Delay not a waiver

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

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

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

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the 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

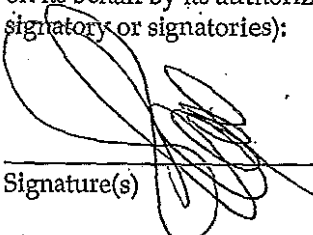

14.1 In this Agreement:

- (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 <u>7<sup>th</sup></u> day of <u>June</u>, 20<u>12</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p><u>Norman Stowe</u> _____ Print Name(s)</p> <p><u>Managing Partner</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>7<sup>th</sup></u> day of <u>June</u>, 20<u>12</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>Denise Champion</u> _____ Print Name</p> <p><u>Executive Director</u> _____ Print Title</p>
---	---

## Schedule A – Services

### PART 1. TERM:

Regardless of the date of execution, the term of this Agreement commences on May 31, 2012 and ends on October 31, 2012.

### PART 2. SERVICES:

As directed by the Contract Manager or their designated alternate, the Contractor will provide the following:

- a detailed work plan and budget for the promotion and attendance of Regional Job Fairs, commencing in July to the end of October, 2012; and,
- a detailed work plan and budget for the construction and tour of the Mobile Display to promote the WorkBC Website. These detailed work plans are to be delivered on or before June 21st, 2012.

### PART 3. RELATED DOCUMENTATION: Not applicable.

### PART 4. KEY PERSONNEL:

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

- (a) Job Fair Planner
- (b) Financial Manager
- (c) Mobile Display Manager
- (d) Logistics Manager

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

Despite sections 2 and 3 of this Schedule, \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

At the following rates:

- \$110/hr for the Job Fair Planner;
- \$130/hr for Communications and Information Manager,
- \$120/hr for Financial Manager,
- \$110/hr for Mobile Display Manager, and
- \$90/hr Logistics Manager,

for those hours during the Term when the Contractor provides the Services.

### 3. EXPENSES:

Travel, accommodation and meal expenses for all pre-approved travel greater than 32 kilometers away from Headquarters (Headquarters is defined as 55 Water Street, Vancouver) on the same basis as the Province pays its Group II employees when they are on travel status. 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:**

In order to obtain payment of any fees under this Agreement for a period from and including the 1<sup>st</sup> day of a month to an 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 for which the Contractor claims fees and a description of the applicable fee rates;
- 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 DUE:**

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

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

Ken Heit Creative. The Province reserves the right to pre-approve all other sub-contractors when/where subcontracting applies.

#### **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: Not Applicable**

**Schedule G – Security Schedule: Not Applicable**

## APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (In these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for 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 \$49.00 per day (receipts are not required):

Breakfast only	\$22.00	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$22.00	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$28.50	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$30.00	see above
Breakfast and dinner only	\$36.50	see above
Lunch and dinner only	\$36.50	see above
Full day	\$49.00	

#### 2. 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.html#suppliers](http://www.pss.gov.bc.ca/csa/categories/vehicle_rentals/vehicle_rentals_daily/vehicle_rentals_daily.html#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 <http://csa.pss.gov.bc.ca/businesstravel>. 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 ministry 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:

Contractors registered with the Canada Revenue Agency for HST purposes are entitled to claim input tax credits for the HST paid on their travel expenses and need to deduct this before they invoice the ministry.

**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 miscellaneous expenses.



# CERTIFICATE OF INSURANCE

**Freedom of Information and Protection of Privacy Act**  
This personal information requested on this form is collected under the authority of and used for the purpose of administering the *Financial Administration Act*. Questions about the collection and use of this information can be directed to the Director, Client Services, Core Government and Crowns at 250 356-8915, PO Box 9405 STN PROV GOVT, Victoria BC V8W 9V1.  
Please refer all other questions to the contact named in Part 1.

## Part 1 To be completed by the Province

THIS CERTIFICATE IS REQUESTED BY and ISSUED TO (Name of office) <b>Government Communications and Public Engagement</b>		AGREEMENT IDENTIFICATION NO. <b>C13GCP26857</b>
PROVINCE'S CONTACT PERSON NAME & TITLE <b>Dawn Stewart, Financial Services Officer</b>		PHONE NO. <b>250 356-8595</b>
MAILING ADDRESS <b>PO Box 9405 STN PROV GOVT Victoria BC</b>		FAX NO. <b>250 387-3534</b>
CONTRACTOR NAME <b>PACE Group Communications Inc</b>		POSTAL CODE <b>V8W 9V1</b>
CONTRACTOR ADDRESS <b>Suite 200 - 55 Water Street, Vancouver BC</b>		POSTAL CODE <b>V6B 1A1</b>

## Part 2 To be completed by the Insurance Agent or Broker

INSURED	NAME <b>PACE GROUP COMMUNICATIONS INC.</b>		
	ADDRESS <b>55 WATER STREET, 200, VANCOUVER, BC</b>		POSTAL CODE <b>V6B 1A1</b>
OPERATIONS INSURED	PROVIDE DETAILS <b>PUBLIC &amp; MEDIA RELATIONS, GOVERNMENT RELATIONS, MARKETING STRATEGY, EVENT MANAGEMENT</b>		
TYPE OF INSURANCE <i>List each separately</i>	COMPANY NAME, POLICY NO. & BRIEF DESCRIPTION	EXPIRY DATE YYYY/MM/DD	LIMIT OF LIABILITY/AMOUNT
Commercial General Liability (Property Damage & Bodily Injury)	Northbridge General Insurance Corporation (formerly Lombard General Insurance Company of Canada)	2013/01/29	Each Occurrence Limit: \$5,000,000 General Aggregate Limit: \$5,000,000
Personal & Advertising Injury Limit			\$5,000,000
Products - Completed Operations Aggregate Limit			\$5,000,000
Cross Liability			Included

This certificate certifies that policies of insurance described herein are in full force and effective as of the date of this certificate and comply with the insurance requirements of the Agreement identified above, except as follows:

### AGENT OR BROKER COMMENTS:

Her Majesty The Queen In Right of the Province of British Columbia, as represented by the Minister of Labour, Citizen's Services and Open Government, Government Communications and Public Engagement (the "Province") is added as an Additional Insured on the Commercial General Liability policy but only with respect to liability caused directly by the operations of the Named Insured, Subject to Thirty (30) Days Written Notice of Cancellation.

AGENT OR BROKERAGE FIRM <b>HUB International Insurance Brokers</b>	ADDRESS <b>3875 Henning Drive, Burnaby, BC V5C 6N5</b>	PHONE NO. <b>604-293-1483</b>
NAME OF AUTHORIZED AGENT OR BROKER (PRINT) <b>QUYEN QUACH</b>	SIGNATURE OF AGENT OR BROKER AUTHORIZED TO SIGN FOR INSURER(S) <i>[Signature]</i> <b>HUB INTERNATIONAL INSURANCE BROKERS</b>	DATE SIGNED <b>June 12th, 2012</b>