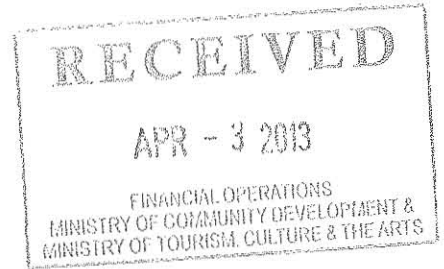


# GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.:</i> C13SBB009 <i>Requisition No.:</i> _____ <i>Solicitation No.(if applicable):</i> _____ <i>Commodity Code:</i> _____  <b><i>Contractor Information</i></b>  <i>Supplier Name:</i> Wazuku Advisory Group, Inc. <i>Supplier No.:</i> _____ <i>Telephone No.:</i> 604-551-9252 <i>E-mail Address:</i> mwatson@wazuku.ca <i>Website:</i> www.wazuku.ca	<b><i>Financial Information</i></b>  <i>Client:</i> 125 <i>Responsibility Centre:</i> 51575 <i>Service Line:</i> 34407 <i>STOB:</i> 6513 <i>Project:</i> 5111111  <i>Draft:</i> December 28, 2012

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## **SCHEDULE A – SERVICES**

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## **SCHEDULE D – INSURANCE**

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

## **SCHEDULE F – ADDITIONAL TERMS**

## **SCHEDULE G – SECURITY SCHEDULE**



THIS AGREEMENT is dated for reference the 1<sup>st</sup> day of January, 2013.

BETWEEN:

Wazuku Advisory Group, Inc. (the "Contractor") with the following specified address and fax number:  
Suite 800, 1455 Georgia St W, Vancouver, BC  
V6G 2T3  
Phone: (604) 551-9252

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Ministry of Jobs, Tourism and Skills Training (the "Province") with the following specified address and fax number:  
Small Business Branch  
1810 Blanshard Street, Victoria, BC  
V8W 9N3  
Phone: (250) 356-8098

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>2</u> day of <u>JANUARY</u>, 20<u>13</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>MICHAEL H. WATSON</u> _____ Print Name(s)</p> <p><u>Principal</u> _____ Print Title(s)</p>	<p>SIGNED on the <u>3</u> day of <u>January</u>, 20<u>13</u> on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p><u>TRISH STERLOFF</u> _____ Print Name</p> <p><u>EXEC DIRECTOR, SBB, JTST</u> _____ Print Title</p>
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## Schedule A – Services

### PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 1, 2013 and ends on March 31, 2013
2. Should the date of the Small Business Accord Summit be changed or delayed, the contract end date may be adjusted as required to ensure completion of the final Small Business Accord document.

### PART 2. SERVICES:

#### Outputs

The Contractor must ensure the scope of work for the Small Business Accord Summit will include:

- Review of the analysis of findings from the Accord consultations (January 11, 2013);
- Identification and recruitment of key small business owners throughout the province (15-20 individuals) that will take place in the Summit workshop (January 11, 2013);
- Development of a facilitators' guide to help guide discussions and working groups during the Summit (January 18, 2013);
- Work with participants prior to Summit date to review material and complete pre-work (January 18, 2013);
- Facilitation work throughout the day of the Summit (February 5, 2013); and
- Assistance in developing the final Accord document (February 19, 2013).

Key objectives of the Summit will include:

- Selection and recruitment of key small business owners to participate in the Summit working session;
- Affirmation of key principles for the B.C. Small Business Accord;
- Determination of key deliverables in alignment with the Accord principles; and
- Development of a final Accord document that will guide the priorities of the Minister of State for Small Business.
- Identification of specific policy initiatives for government consideration to foster economic growth in the SME sector.

More detail on outputs is provided below:

#### Phase 1: Research Analysis & Information Consolidation

As part of this contract, this data must be sorted into key themes and translated into potential policy solutions in advance of the summit.

The Contractor will review the draft Accord together with supporting Small Business Round Table consultations. The Accord and the consultation will form the basis against which principles and policy recommendations will be based.

This information will be used to formulate a path forward for the Summit. After review of the documentation, the Contractor will meet with Ministry staff to ensure alignment and to explore findings in the context of realistic policy options for consideration.



#### Phase 2: Summit Participant Identification & Recruitment

Together with the Ministry, the Contractor is to draw on a broad network to identify between 20 and 30 such leaders to provide a broad cross section of industries with a reach that spans the province.

The Contractor will work with Ministry staff to create criteria for consideration.

#### Phase 3: Framing the Day

The Contractor will work with the Ministry to share potential policy recommendations with participants in advance of the session and will also provide framing to open the door for new policy recommendations.

The Contractor will also work with Ministry staff to analyze the implications of recommendations that are received.

#### Phase 4: Facilitating the Process

There will be as many as 20 participants in this process. The Contractor must establish structure and an agenda for the day that will support the desired outcomes. The Contractor must then facilitate the entire day to optimize the opportunity to achieve optimal results.

The Contractor will keep this day focused and on track and will support the direction to ensure that outcomes are practical and actionable.

#### Phase 5: Documentation of Findings & Follow-up

The Contractor will support Ministry staff in a process of documentation and of communication.

Once the facilitation process is complete, the Minister of State for Small Business and the Small Business Branch in the Ministry of Jobs, Tourism and Skills Training will have a final B.C. Small Business Accord document that will help to guide the actions and priorities of the Ministry.

#### **Inputs**

The Contractor must utilize their own equipment in carrying out the services described in this contract.

#### **Outcomes and Reporting Requirements**

Through the delivery of the Services the Province wishes to realize the following outcome and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve it:

The expected outcome will be a final B.C. Small Business Accord document by February 19, 2013, that can/will be publicly released. This document will help to guide the actions and priorities of the Minister of State for Small Business and the Small Business Branch in the Ministry of Jobs, Tourism and Skills Training.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

**PART 3. RELATED DOCUMENTATION:**

Not applicable.

**PART 4. KEY PERSONNEL:**

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

- (a) Mike Watson, Project Lead; and
- (b) The Contractor team (as required):
  - Brad Zubyk;
  - Steve Kukucha; and/or
  - Kirsten Avison.

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$18,000 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:

Flat Rate

Fees: \$18,000 for performing the Services during the Term, payable in three installments of \$6,000 as follows:

- Within seven days of signing the contract;
- Upon development and approval of material for the Summit on or before January 31, 2013; and
- Upon receipt and approval of the final Small Business Accord document on or before February 28, 2013.

### 3. EXPENSES:

None.

### 4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the dates identified above or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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

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

Not applicable.

## Schedule F – Additional Terms

Not applicable.

## Schedule G – Security Schedule

Not applicable.



## MODIFICATION AGREEMENT

BETWEEN

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

the Minister of Jobs, Tourism and Skills Training

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

AND

Wazuku Advisory Group, Inc.

Suite 800, 1455 Georgia St W, Vancouver, BC

V6G 2T3

Phone: (604) 551-9252

(the "Contractor" "you" or "your" as applicable)

### BACKGROUND

- A. The parties entered into an agreement dated January 3, 2013 copy of which is attached as Exhibit 1 (the "Agreement"). (Note: or uniquely identify the contract in some other way)
- B. The Parties have agreed to modify the Agreement.

### AGREEMENT

The parties agree as follows:

- (1) That schedule A is replaced with the attached document entitled "Revised Schedule A" between the Province of British Columbia and Wazuku Advisory Group, Inc.: replaces Schedule A attached to the Agreement, effective March 20, 2013. The term of the agreement has been extended to end on April 30, 2013.
- (2) That Schedule B is revised as follows: Fees have increased by \$50,000 from \$18,000 to a new maximum of \$68,000. Revised Schedule B is attached.
- (3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the 14<sup>th</sup> day  
of March, 2013 on behalf of the  
Province by its duly authorized representative:

Signature:

David Byng  
Print name: David Byng

SIGNED AND DELIVERED on the 15  
day of MARCH, 2013 by or on  
behalf of the Contractor (or by its authorized signatory  
or signatories if the Contractor is a corporation)

Signature:

MH Watson  
Print name: PRINCIPAL

## **"Revised" Schedule A – Services**

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

1. Subject to section 2 of this Part 1, the term of this Agreement commences on January 1, 2013 and ends on April 30, 2013
2. Should the dates of the Small Business Accord Forum and Awareness Strategy be changed or delayed, the contract end date may be adjusted as required to ensure completion of the final Small Business Accord document and communications activities.

### **PART 2. SERVICES:**

#### **Outputs**

The Contractor must ensure the scope of work for the Small Business Accord Forum will include:

- Review of the analysis of findings from the Accord consultations (January 11, 2013);
- Identification and recruitment of key small business owners throughout the province (15-20 individuals) that will take place in the Forum workshop (January 11, 2013);
- Development of a facilitators' guide to help guide discussions and working groups during the Forum (January 18, 2013);
- Work with participants prior to Forum date to review material and complete pre-work (January 18, 2013);
- Facilitation work throughout the day of the Forum (February 5, 2013); and
- Assistance in developing the final Accord document (February 19, 2013).

The Contractor must ensure the scope of work for the Small Business Accord Awareness Strategy will include:

- Identify and engage supportive stakeholder groups, e.g. BC Chambers of Commerce (March 20, 2013)
- Identification of key validators, e.g. forum participants
- Identify and engage key communities that are champions for small business
- Re-engage Small Business Forum participants
- Development of key messages and creative brief for a video and the strategy
- Work with and provide materials to a video production company, on contract with the government, for production of a video which celebrates the contributions of small businesses to local communities.
- Development of a launch kit for participating communities
- Creation of media kits to work with local governments and the small business community on media engagement, including op-ed pieces by local governments or small business organizations at their discretion.
- Create and execute plan to cascade video through the stakeholders via social media
- Development of an integrated Strategy roll-out program for 4 to 6 communities
- Recommendations for Small Business Roundtable and Government Business/Investment Website enhancements
- Strategy training for communities
- Strategy launch (April 6, 2013)
- Strategy execution (to April 15, 2013)

Key objectives of the Forum will include:

- Selection and recruitment of key small business owners to participate in the Forum working session;
- Affirmation of key principles for the B.C. Small Business Accord;
- Determination of key deliverables in alignment with the Accord principles; and
- Development of a final Accord document that will guide the priorities of the Minister of State for Small Business.
- Identification of specific policy initiatives for government consideration to foster economic growth in the SME sector.

Key objectives of the Awareness Strategy will include:

- Enhance public perception of the social and economic contribution of small businesses throughout the province
- Enhance small business awareness of their value to communities
- Celebrate small business and entrepreneurialism
- Demonstrate positive social and economic impacts on municipalities that embrace small business
- Demonstrate that cultural and strategic alignment amongst large corporations, small business, and various levels of government will significantly enhance the ability of small businesses to thrive.
- Drive traffic to Small Business Roundtable website

More detail on outputs is provided below:

#### Phase 1: Research Analysis & Information Consolidation

As part of this contract, this data must be sorted into key themes and translated into potential policy solutions in advance of the Forum.

The Contractor will review the draft Accord together with supporting Small Business Round Table consultations. The Accord and the consultation will form the basis against which principles and policy recommendations will be based.

This information will be used to formulate a path forward for the Forum. After review of the documentation, the Contractor will meet with Ministry staff to ensure alignment and to explore findings in the context of realistic policy options for consideration.

#### Phase 2: Forum Participant Identification & Recruitment

Together with the Ministry, the Contractor is to draw on a broad network to identify between 20 and 30 such leaders to provide a broad cross section of industries with a reach that spans the province.

The Contractor will work with Ministry staff to create criteria for consideration.

#### Phase 3: Forum - Framing the Day

The Contractor will work with the Ministry to share potential policy recommendations with participants in advance of the session and will also provide framing to open the door for new policy recommendations.

The Contractor will also work with Ministry staff to analyze the implications of recommendations that are received.

#### Phase 4: Forum - Facilitating the Process

There will be as many as 20 participants in this process. The Contractor must establish structure and an agenda for the day that will support the desired outcomes. The Contractor must then facilitate the entire day to optimize the opportunity to achieve optimal results.

The Contractor will keep this day focused and on track and will support the direction to ensure that outcomes are practical and actionable.



#### Phase 5: Documentation of Findings & Follow-up

The Contractor will support Ministry staff in a process of documentation and of communication.

Once the facilitation process is complete, the Minister of State for Small Business and the Small Business Branch in the Ministry of Jobs, Tourism and Skills Training will have a final B.C. Small Business Accord document that will help to guide the actions and priorities of the Ministry.

#### Phase 6: Small Business Awareness Strategy

B.C. Small Business Accord key actions and priorities will be communicated to the small business community through a Small Business Awareness Strategy.

The Contractor will work with local governments and local small business organizations to launch and execute the strategy simultaneously in 4 to 6 communities around the province.

#### **Inputs**

The Contractor must utilize their own equipment in carrying out the services described in this contract.

#### **Outcomes and Reporting Requirements**

Through the delivery of the Services the Province wishes to realize the following outcome and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve it:

The expected outcomes will be:

- a final B.C. Small Business Accord document by February 19, 2013, that can/will be publicly released. This document will help to guide the actions and priorities of the Minister of State for Small Business and the Small Business Branch in the Ministry of Jobs, Tourism and Skills Training.
- a strategy to execute the action item of the BC Small Business Accord relating to enhancing awareness of the social, economic and cultural contribution of small businesses to their communities, to be launched on April 6, 2013.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

#### **PART 3. RELATED DOCUMENTATION:**

Not applicable.

#### **PART 4. KEY PERSONNEL:**

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

- (a) Mike Watson, Project Lead; and
- (a) The Contractor team (as required):
  - Brad Zubyk;
  - Steve Kukucha; and/or
  - Kirsten Avison.

## **"Revised" Schedule B – Fees and Expenses**

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

#### **Maximum Amount:**

Despite sections 2 and 3 of this Schedule, \$68,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses for the B.C. Small Business Accord Awareness Strategy under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### **2. FEES:**

#### **Flat Rate**

**Fees (B.C. Small Business Accord Forum):** \$18,000 for performing the Services during the Term, payable in three installments of \$6,000 as follows:

- Within seven days of signing the contract;
- Upon development and approval of material for the Summit on or before January 31, 2013; and
- Upon receipt and approval of the final Small Business Accord document on or before February 28, 2013.

**Fees (B.C. Small Business Accord Awareness Strategy):** \$50,000 for performing the Services during the Term, payable in three installments as follows:

- \$20,000 at commencement of development activities for the B.C. Small Business Accord Awareness Strategy (March 20, 2013);
- \$20,000 (March 31, 2013); and
- \$10,000 following roll-out and execution of the B.C. Small Business Accord Awareness Strategy (April 15, 2013)

### **3. EXPENSES:**

None.

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

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement, the Contractor must deliver to the Province at the dates identified above or, if the Contractor completes the Services before that time, on the completion of the Services, 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;
- (c) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor 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 all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (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.