

MODIFICATION AGREEMENT
NETHERCOTT, DIANA
CONTRACT NUMBER: C07PAB7296 - AMENDMENT #001

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by **Minister of Finance, Public Affairs Bureau**, at 4th Floor - 617 Government Street, PO Box 9409 Stn Prov Govt, Victoria, British Columbia, V8W 9V1 (the "Province", "we", "us", or "our", as applicable)

AND

Diana Nethercott, at
(the "Contractor" "you" or "your" as applicable)

S22

BACKGROUND

- A. The parties entered into an agreement dated for reference April 1, 2006, a copy of which is attached as Exhibit 1 (the "Agreement").
- B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- (1) That the "Fees" as described in "Schedule B" shall be increased by \$650, to an amount not to exceed \$4,650,
- (2) That the "Expenses" as described in "Schedule B" shall be decreased by \$650, to an amount not to exceed \$350,
- (3) Regardless of the date executed, this Amendment is effective February 1st, 2007, and
- (4) In all other respects, the Agreement is confirmed.

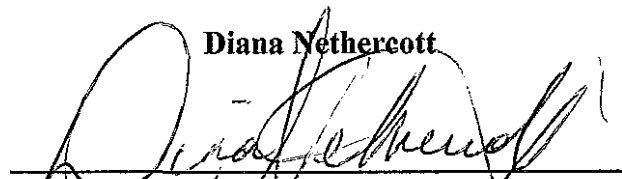
SIGNED AND DELIVERED on the
2 day of March, 2007 on
behalf of the Province by its authorized
representative:

Public Affairs Bureau


Signature

Denise Champion
Print Name

SIGNED AND DELIVERED on the
1 day of March, 2007 by or on
behalf of (or by an authorized signatory of the
Contractor if a corporation):


Signature

Diana Nethercott
Print Name

| | |
|--------------------------|------------|
| Previous Contract Total: | \$5,000.00 |
| Amendment Amount: | \$0.000 |
| New Contract Total: | \$5,000.00 |



General Service Agreement

Ministry Contract No. C07PAB7296

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

Minister of Finance

(the "Province", "we", "us", or "our" as applicable) at the following address:

Public Affairs Bureau

PO Box 9409 STN PROV GOVT

4th Floor 617 Government Street

Victoria, British Columbia

Postal Code: V8W 9V1

Fax Number: 250 387-6687

AND

Nethercott, Diana

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

S22

Postal Code: S22

Fax Number: 250 812-3771

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

SCHEDULE A - SERVICES

Services:

As directed by the Contract Manager or their designated alternate, the Contractor will provide photography services for provincial government events, as required.

Term: Start Date: 1 April, 2006

End Date: 31 March, 2007

SCHEDULE B - FEES AND EXPENSES

Fees: Not to exceed \$4000., at a rate of \$115 per hour for performing the services during the term of this agreement.

Expenses: Not to exceed \$1000, for all pre-approved expenses. Travel Expenses to be reimbursed in accordance with the attached "Appendix 1 - Group 2 Rates Expenses for Contractors."

Maximum Amount: \$5000 is the Maximum Amount of Fees and Expenses which we must pay to you under sections 1 and 2 of this Schedule.

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

☐ SCHEDULE C - Approved Subcontractor(s)

☐ SCHEDULE E - Privacy Protection

☐ SCHEDULE G - Security

☐ SCHEDULE D - Insurance

☒ SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the 2 day of June 2006 on behalf of the Province by its duly authorized representative.

Signature:

Denise Champion

Print Name:

Denise Champion

SIGNED AND DELIVERED

on the 22 day of May by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature(s):

Diana Nethercott

Print Name(s):

DIANA NETHERCOTT

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

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C07PAB7296

REQUISITION NO.: 7296

COMMODITY CODE: AR.AR03

CLIENT: 022

RESP
CENTRE: 32348

SERVICE
LINE: 34420

STOB: 6002; 6001

PROJECT: 32N0140

CONTRACTOR INFORMATION WCB NO.:

SUPPLIER NO.: 096930

TEL. NO.: 250 370-2929

E-MAIL ADDRESS: S22



General Service Agreement Schedules

Ministry Contract No. C07PAB7296

SCHEDULE C - Approved Subcontractor(s)

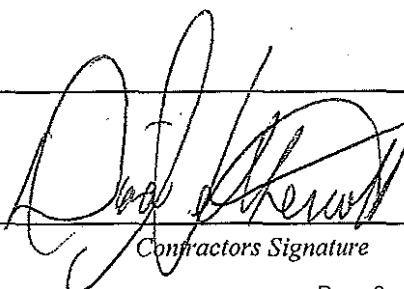
SCHEDULE D - Insurance

SCHEDULE E - Privacy Protection

SCHEDULE F - Additional Terms

Regardless of the date of execution or delivery of this Agreement, this Agreement is effective on the Start Date set out in Schedule A.

SCHEDULE G - Security


Contractors Signature

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or

authorize you to provide that access, you must advise the person to make the request to us.

12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
 13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.
- Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
 15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
 16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.
 17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
 18. You must comply with all applicable laws.

19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

Contractor Initials

PAYMENT

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

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.

33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

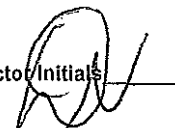
34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
37. This Agreement is governed by and is to be construed in accordance with the laws of British Columbia.

38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- sent by fax to the addressee's fax number specified in this Agreement,
 - delivered by hand to the addressee's address specified in this Agreement, or
 - mailed by prepaid registered mail to the addressee's address specified in this Agreement.

Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.

40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the Commercial Arbitration Act.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- "includes" and "including" are not intended to be limiting,
 - unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

Contractor Initials



APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

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

Travel Expenses

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

1. Meal Allowances:

Effective April 16, 2006 the following meal allowances can be claimed which must not exceed \$46.75 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 | \$46.75 | |

2. Mileage Rates When Using Private Vehicle:

Effective April 16, 2006 the private mileage allowance is \$.47 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:

Avis Rent a Car Systems Inc., Budget Car and Truck Rentals of Canada Ltd., Discount Car and Truck Rental, Dollar Rent A Car, Enterprise Rent-A-Car Canada Ltd., Hertz Canada Ltd., National Car Rental (Canada) Ltd., Ron Ridley Rentals Ltd. and Thrifty Car Rental are to be used. Other rental firms are to be used only when these firms cannot supply vehicles. Contractors and non-employees 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 one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required). The maximum amounts that may be claimed for hotel/motel are:

Summer (May 1 to September 30):

- \$115 plus tax in Greater Vancouver (which includes Vancouver, North Vancouver, West Vancouver, Richmond, Delta, Burnaby, New Westminster, Coquitlam, Port Coquitlam, White Rock, and Surrey);
- \$95 plus tax in Greater Victoria (which includes Victoria, Saanich, Esquimalt and Oak Bay);
- \$65 plus tax in Whistler; and
- \$70 plus tax in all other areas of the province.

Winter (October 1 to April 30):

- \$80 plus tax in Greater Vancouver;
- \$70 plus tax in Greater Victoria;
- \$80 plus tax in Whistler area; and
- \$65 plus tax in all other areas of the province.

These limits may be exceeded in exceptional circumstances if prior expense authority approval is obtained. Only the single government rate will be reimbursed. The "number in party" identified on the receipt must show only one person.

b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

Other Expenses

1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

2. GST:

GST paid by the contractor will not be reimbursed if the contractor has a mechanism to claim input tax credits from Canada Customs Agency (i.e., the contractor has a GST registration number and his/her livelihood is from contracting). In these cases, when receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by contractors will be reimbursed if the contractor does not have a mechanism to claim input tax credits.

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

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

Ministry Contract No. C08PAB11402

| | |
|--|--|
| HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by Minister of Finance (the "Province", "we", "us", or "our" as applicable) at the following address: Public Affairs Bureau PO Box 9409 STN PROV GOVT 4th Floor 617 Government Street Victoria, British Columbia Postal Code: V8W 9V1 Fax Number: 250 387-6687 | AND Nethercott, Diana (the "Contractor", "you", or "your" as applicable) at the following address: S22 Postal Code: S22 Fax Number: 250 812-3771 |
|--|--|

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

SCHEDULE A - SERVICES

Services:

As directed by the Contract Manager or their designated alternate, the Contractor will provide photography services for provincial government events, as required.

Term: Start Date: 1 April, 2007

End Date: 31 March, 2008

SCHEDULE B - FEES AND EXPENSES

Fees: Not to exceed \$4500 at a rate of \$115 per hour for performing the services during the term of this agreement.

Expenses: Not to exceed \$500 for all pre-approved expenses. Travel Expenses to be reimbursed in accordance with the attached "Appendix 1 - Group 2 Rates Expenses for Contractors."

Maximum Amount: \$5000 is the Maximum Amount of Fees and Expenses which we must pay to you under sections 1 and 2 of this Schedule.

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

☐ SCHEDULE C - Approved Subcontractor(s)
☐ SCHEDULE D - Insurance

☐ SCHEDULE E - Privacy Protection
☐ SCHEDULE F - Additional Terms

☐ SCHEDULE G - Security

SIGNED AND DELIVERED

on the 29 day of March on behalf of the Province by its duly authorized representative.

Signature:

Denise Champion

Print Name:

Denise Champion

SIGNED AND DELIVERED

on the 29 day of March by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature(s):

Diana Nethercott

Print Name(s):

Diana Nethercott

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

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C08PAB11402

REQUISITION NO.: 11402

COMMODITY CODE: AR,ARM3

CLIENT: 022

RESP

CENTRE: 32348

SERVICE

LINE: 34420

STOB: 6001; 6002

PROJECT: 32N0140

CONTRACTOR INFORMATION WCB NO.:

SUPPLIER NO.: 096930

TEL. NO.: 250 370-2929

E-MAIL ADDRESS: diana@diananethercott.com

TERMS OF GENERAL SERVICE AGREEMENT**CONTRACTOR'S OBLIGATIONS**

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are

(a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or

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

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15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.

17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you
 - (a) the fees described in Schedule B, and
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 - (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.

If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule,
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

CONTRACTOR'S INITIALS:



APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

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

Travel Expenses

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

1. Meal Allowances:

Effective April 1, 2007 the following meal allowances can be claimed which must not exceed \$47.50 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 | \$47.50 | |

2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2007 the private mileage allowance is \$.48 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:

Avis Rent a Car Systems Inc., Budget Car and Truck Rentals of Canada Ltd., Discount Car and Truck Rental, Dollar Rent A Car, Enterprise Rent-A-Car Canada Ltd., Hertz Canada Ltd., National Car Rental (Canada) Ltd., Ron Ridley Rentals Ltd. and Thrifty Car Rental are to be used. Other rental firms are to be used only when these firms cannot supply vehicles. 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 one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

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.pc.gov.bc.ca/travel/Hotels/AccommodationListing/INDEX.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. GST:

GST paid by the contractor will not be reimbursed if the contractor has a mechanism to claim input tax credits from Canada Revenue Agency (i.e., the contractor has a GST registration number and his/her livelihood is from contracting). In these cases, when receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by contractors will be reimbursed if the contractor does not have a mechanism to claim input tax credits.

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

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.

APPENDIX 1 - Group 2 Rates EXPENSES FOR CONTRACTORS

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

Travel Expenses

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

1. Meal Allowances:

Effective April 16, 2006 the following meal allowances can be claimed which must not exceed \$46.75 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 | \$46.75 | |

2. Mileage Rates When Using Private Vehicle:

Effective April 16, 2006 the private mileage allowance is \$.47 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:

Avis Rent a Car Systems Inc., Budget Car and Truck Rentals of Canada Ltd., Discount Car and Truck Rental, Dollar Rent A Car, Enterprise Rent-A-Car Canada Ltd., Hertz Canada Ltd., National Car Rental (Canada) Ltd., Ron Ridley Rentals Ltd. and Thrifty Car Rental are to be used. Other rental firms are to be used only when these firms cannot supply vehicles. 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 one of the above companies located outside B.C.; or when renting from any other firm (both in and outside B.C.).

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.bc.gov.bc.ca/travel/Hotels/Accommodation/Listing/INDEX.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. GST:

GST paid by the contractor will not be reimbursed if the contractor has a mechanism to claim input tax credits from Canada Revenue Agency (i.e., the contractor has a GST registration number and his/her livelihood is from contracting). In these cases, when receipts are submitted for reimbursement, they must be adjusted to deduct GST. GST paid by contractors will be reimbursed if the contractor does not have a mechanism to claim input tax credits.

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

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

Minister of Finance

(the "Province", "we", "us", or "our" as applicable) at the following address:

Public Affairs Bureau

PO Box 9409 STN PROV GOVT

4th Floor 617 Government Street

Victoria, British Columbia

Postal Code: V8W 9V1

Fax Number: 250 387-6687

AND

Nethercott, Diana

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

S22

Postal Code: S22

Fax Number: 250 812-3771

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

SCHEDULE A - SERVICES

Services:

As directed by the Contract Manager or their designated alternate, the Contractor will provide photography services for provincial government events, as required.

Term: Start Date: 8 April, 2008

End Date: 31 March, 2009

SCHEDULE B - FEES AND EXPENSES

Fees: Not to exceed \$5000 at a rate of \$115 per hour for performing the services during the term of this agreement. Expenses:

Maximum Amount: \$5000 is the Maximum Amount of Fees which we must pay to you under section 1 of this Schedule.

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

- ☐ SCHEDULE C - Approved Subcontractor(s)
 ☐ SCHEDULE E - Privacy Protection
 ☐ SCHEDULE G - Security
- ☐ SCHEDULE D - Insurance
 ☐ SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the 8th day of April 2008 on behalf of the Province by its duly authorized representative.

Signature:

Print Name:

Diana Nethercott
DIANA NETHERCOTT

SIGNED AND DELIVERED

on the 8 day of April '08 by or on behalf of the Contractor (or by its authorized signatory or signatories if the Contractor is a corporation).

Signature(s):

Print Name(s):

M. Buckley
Marilyn Buckley

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

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C09PAB17046

REQUISITION NO.: 17046

COMMODITY CODE: AR.AR03

CLIENT: 022

RESP CENTRE: 32348

SERVICE LINE: 34420

STOB: 6001

PROJECT: 32N0140

CONTRACTOR INFORMATION

WCB NO.:

SUPPLIER NO.: 096930

TEL NO.: 250 370-2929

E-MAIL ADDRESS: dlana@diananethercott.com

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.

17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

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

We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
 - (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.


If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

CONTRACTOR'S INITIALS:



STATEMENT OF ACCOUNT:

In order to obtain payment of any fees and expenses under this agreement, you must deliver to us at the end of each month, "the billing period", a written statement of account in a form satisfactory to us containing:

- a. your legal name and address;
- b. the date of the statement, and the month to which the statement pertains;
- c. your calculation of all fees claimed for the month, including a declaration by you of: all hours worked during the month for which you claim fees and a description of the applicable fee rates;
- d. a chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
- e. a description of this agreement;
- f. a statement number for identification; and
- g. any other billing information reasonably requested.

PAYMENTS DUE:

Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.

Contractor's Initials

A handwritten signature in black ink, appearing to be 'DM' or similar, written over a horizontal line.



General Service Agreement

Ministry Contract No. C10PAB21216

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

Minister of Finance

(the "Province", "we", "us", or "our" as applicable) at the following address:

Public Affairs Bureau

PO Box 9409 STN PROV GOVT

4th Floor 617 Government Street

Victoria, British Columbia

Postal Code: V8W 9V1

Fax Number: 250 387-6687

AND

Nethercott, Diana

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

S22

Postal Code: S22

Fax Number: 250 812-3771

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

SCHEDULE A - SERVICES

Services:

As directed by the Contract Manager, or their designated alternate, the Contractor will provide photography services for provincial government events, as required.

Term: Start Date: 1 April, 2009

End Date: 31 March, 2010

SCHEDULE B - FEES AND EXPENSES

Fees: Not to exceed \$5,000 at a rate of \$125 per hour for performing the services Expenses:
during the term of this agreement.

Maximum Amount: \$5,000 is the Maximum Amount of Fees which we must pay to you under sections 1 of this Schedule.

THE FOLLOWING ARE SCHEDULES TO THIS AGREEMENT, IF ATTACHED:

☐ SCHEDULE C - Approved Subcontractor(s)

☐ SCHEDULE E - Privacy Protection

☐ SCHEDULE G - Security

☐ SCHEDULE D - Insurance

☐ SCHEDULE F - Additional Terms

SIGNED AND DELIVERED

on the 30 day of March '09 on behalf of the Province by its duly
authorized representative.

Signature:

Denise Champion

Print Name:

Denise Champion

SIGNED AND DELIVERED

on the 30 day of March by or on behalf of the Contractor (or
by its authorized signatory or signatories if the Contractor is a corporation).

Signature(s):

Diana Nethercott

Print Name(s):

DIANA NETHERCOTT

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

FOR ADMINISTRATIVE PURPOSES ONLY

MINISTRY CONTRACT NO.: C10PAB21216

REQUISITION NO.: 21216

COMMODITY CODE: AR-AR03

CLIENT: 022

RESP

CENTRE: 32348

SERVICE

LINE: 34420

STOB: 6001

PROJECT: 32N0140

CONTRACTOR INFORMATION

WCB NO.:

SUPPLIER NO.: 096930

TEL. NO.: 250 370-2929

E-MAIL ADDRESS: diana@diananethercott.com

TERMS OF GENERAL SERVICE AGREEMENT

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule A (the "Services") in accordance with this Agreement. You must provide the Services during the term described in Schedule A (the "Term"), regardless of the date of execution or delivery of this Agreement.
2. Unless the parties otherwise agree in writing, you must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under this Agreement, including the license under section 14.
3. Unless otherwise specified in this Agreement, you must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.
4. You must ensure that all persons you employ or retain to perform the Services are competent to perform them and are properly trained, instructed and supervised.
5. We may from time to time give you reasonable instructions (in writing or otherwise) as to the performance of the Services. You must comply with those instructions but, unless otherwise specified in this Agreement, you may determine the manner in which the instructions are carried out.
6. You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
7. You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred in relation to this Agreement, in form and content and for a period satisfactory to us.
8. You must permit us at all reasonable times to inspect and copy all accounting records, findings, software, data, specifications, drawings, reports, documents and other material, whether complete or not, that, as a result of this Agreement, are
 - (a) produced by you or a subcontractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by you or a subcontractor (the "Incorporated Material")), or
 - (b) received by you or a subcontractor from us or any other person (the "Received Material").

In this Agreement, the Produced Material and the Received Material is collectively referred to as the "Material".

9. You must treat as confidential all information in the Material and all other information accessed or obtained by you or a subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure without our prior written consent except
 - (a) as required to perform your obligations under this Agreement or to comply with applicable law,
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement, or
 - (c) if it is information in any Incorporated Material.
10. You must
 - (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure or disposal, and
 - (b) comply with the Security Schedule, if attached as Schedule G.
11. If you receive a request for access to any of the Material from a person other than us, and this Agreement does not require or authorize you to provide that access, you must advise the person to make the request to us.
12. We exclusively own all property rights in the Material which are not intellectual property rights. You must deliver any Material to us immediately upon our request.
13. We exclusively own all intellectual property rights, including copyright, in
 - (a) Received Material that you receive from us, and
 - (b) Produced Material, other than any Incorporated Material.

Upon our request, you must deliver to us documents satisfactory to us waiving in our favour any moral rights which you (or your employees) or a subcontractor (or its employees) may have in the Produced Material, and confirming the vesting in us of the copyright in the Produced Material, other than any Incorporated Material.
14. Upon any Incorporated Material being embedded or incorporated in the Produced Material, you grant us a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material to the extent it remains embedded or incorporated in the Produced Material.
15. You must comply with the Privacy Protection Schedule, if attached as Schedule E.
16. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if attached, as those terms may be modified from time to time in accordance with our directions.

17. You must apply for and, immediately on receipt, remit to us any available refund, rebate or remission of federal or provincial tax or duty that we have paid you for or agreed to pay you for under this Agreement.
18. You must comply with all applicable laws.
19. You must indemnify and save harmless us and our employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that we or any of our employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, which are based upon, arise out of or occur, directly or indirectly, by reason of, any act or omission by you or by any of your agents, employees, officers, directors, or subcontractors in providing the Services.
20. You must not assign any of your rights under this Agreement without our prior written consent.
21. You must not subcontract any of your obligations under this Agreement without our prior written consent other than to persons listed in Schedule C, if that Schedule is attached. No subcontract, whether consented to or not, relieves you from any obligations under this Agreement. You must ensure that any subcontractor you retain fully complies with this Agreement in performing the subcontracted obligations.
22. You must not provide any services to any person in circumstances which, in our reasonable opinion, could give rise to a conflict of interest between your duties to that person and your duties to us under this Agreement.
23. You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
24. You must not commit or purport to commit us to pay any money unless specifically authorized by this Agreement.

PAYMENT

25. If you comply with this Agreement, we must pay you
- (a) the fees described in Schedule B, and
 - (b) the expenses, if any, described in Schedule B if they are supported, where applicable, by proper receipts and, in our opinion, are necessarily incurred by you in providing the Services.
- We are not obliged to pay you more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.
26. In order to obtain payment of any fees and expenses under this Agreement, you must submit to us a written statement of account in a form satisfactory to us upon completion of the Services or at other times described in Schedule B.
27. We may withhold from any payment due to you an amount sufficient to indemnify us against any liens or other third party claims that have arisen or could arise in connection with the provision of the Services.
28. Our obligation to pay money to you is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
29. Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.
30. We certify to you that the Services purchased under this Agreement are for our use and are being purchased by us with Crown funds and are therefore not subject to the Goods and Services Tax.
31. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

32. We may terminate this Agreement
- (a) for your failure to comply with this Agreement, immediately on giving written notice of termination to you, and
 - (b) for any other reason, on giving at least 10 days' written notice of termination to you.
- If we terminate this Agreement under paragraph (b), we must pay you that portion of the fees and expenses described in Schedule B which equals the portion of the Services that was completed to our satisfaction before termination. That payment discharges us from all liability to you under this Agreement.
33. If you fail to comply with this Agreement, we may terminate it and pursue other remedies as well.

GENERAL

34. You are an independent contractor and not our employee, agent, or partner.
35. If you are a corporation, you represent and warrant to us that you have authorized the signatory or signatories who have signed this Agreement on your behalf to enter into and execute this Agreement on your behalf without affixing your common seal.
36. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.

38. Time is of the essence in this Agreement.
39. Any notice contemplated by this Agreement, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in this Agreement,
 - (b) delivered by hand to the addressee's address specified in this Agreement, or
 - (c) mailed by prepaid registered mail to the addressee's address specified in this Agreement.
- Any notice mailed in accordance with paragraph (c) is deemed to be received 96 hours after mailing. Either of the parties may give notice to the other of a substitute address or fax number from time to time.
40. A waiver of any term of this Agreement or of any breach by you of this Agreement is effective only if it is in writing and signed by us and is not a waiver of any other term or any other breach.
41. No modification of this Agreement is effective unless it is in writing and signed by the parties.
42. This Agreement and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
43. All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.
44. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Agreement ends.
45. The schedules to this Agreement are part of this Agreement.
46. If there is a conflict between a provision in a schedule to this Agreement and any other provision of this Agreement, the provision in the schedule is inoperative to the extent of the conflict unless it states that it operates despite a conflicting provision of this Agreement.
47. This Agreement does not operate as a permit, license, approval or other statutory authority which you may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
48. The Agreement may be entered into by each party signing a separate copy of this Agreement (including a photocopy or faxed copy) and delivering it to the other party by fax.
49. In this Agreement,
- (a) "includes" and "including" are not intended to be limiting,
 - (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement,
 - (c) "we", "us", and "our" refer to the Province alone and not to the combination of the Contractor and the Province which is referred to as "the parties", and
 - (d) "attached" means attached to this Agreement when used in relation to a schedule.
50. If Schedule F is attached, the additional terms set out in that schedule apply to this Agreement.

CONTRACTOR'S INITIALS:



STATEMENT OF ACCOUNT:

In order to obtain payment of any fees and expenses under this agreement, you must deliver to us at the end of each month of the contract term, or the end of the contract term, "the billing period", a written statement of account in a form satisfactory to us containing:

- a. your legal name and address;
- b. the date of the statement, and the month to which the statement pertains;
- c. your calculation of all fees claimed for the month, including a declaration by you of: all hours worked during the month for which you claim fees and a description of the applicable fee rates;
- d. a chronological listing, in reasonable detail, of any expenses claimed by you for the month with receipts attached, if applicable;
- e. a description of this agreement;
- f. a statement number for identification; and
- g. any other billing information reasonably requested.

PAYMENTS DUE:

Within 30 days of our receipt of your written statement of account delivered in accordance with this Schedule, we must pay you the fees and expenses claimed in the statement if they are in accordance with this Schedule.


Contractor's Initials