

GRANT LETTER

February 12, 2007

File: C2NAAL07035

The Sage Foundation – d.b.a. Rain Forest Solutions Project 680 – 220 Cambie Street Vancouver, BC V6B 2M9

Attention: Rachel Rocco, Sage Centre Project Coordinator

Re: Plan Implementation Monitoring Committee (PIMC) participation funding

This letter confirms that Her Majesty the Queen in Right of the Province of British Columbia, through the Minister of Agriculture and Lands, is pleased to provide funding in the amount of \$18,000 to The Sage Foundation (the "Foundation") registered in British Columbia under the *Society Act*, Certificate of Incorporation S-26747, and doing business with the Province under the name Rain Forest Solutions Project.

Funding is provided to the Foundation to support travel costs incurred on their behalf as a result of their attendance at, and participation in, the North Coast and Central Coast Plan Implementation Monitoring Committees until March 31, 2009. An annual financial report is requested from the Foundation each September outlining funds expensed and remaining under this Grant.

Thank you for your participation in the North Coast and Central Coast Plan Implementation Monitoring Committees and your support for implementation of the Coast Land Use Decision.

Yours, truly,

Vindsay Jones Project Director, Coast

Integrated Land Management Bureau

Ministry of Agriculture and Lands Mailing Address: Integrated Land Management Bureau Ministry of Agriculture and Lands 2080-A Labieux Road Nanaimo, BC V9T 6J9 Location: 2080-A Labieux Road Nanaimo, BC V9T 6J9 Tel (250) 751-3237 Fax (250) 751-3245

Transfer Payment Request

ie.

Ministry: Agriculture and Lands / ILMB / SID

Transfer Payment # C2NAAL07035

Branch: Strategic Initiatives Division / Coast Region / Nanaimo

Project Title: Plan Implementation	n Monitoring Co	mmittee (the "PI	MC") participatio	on	
Type of Transfer Payment requested	d √ Grant (Sto	ob 77) (Use eithe	r the long or shor	t form)	
and rationale for exemption from	Or				
competition for Stob 80 Transfer	Transfer	Under Agreemer	nt (stob 80) (inclu	ding Shared	
Payments:	Cost)			-	
	Exemptions from	Competition			
Direct Award condition applies					
	G First Nation Group				
Cost Shared Agreement in place					
	📮 Publi	ic Private Partner	ship arrangement		
Coding:	Responsibility	Service Line	STOB	Project	
	290EL	30374	7703	29LA112	

Rationale for Funding:

Membership of this organization has been solicited by the provincial government to participate in the North Coast and Central Coast Plan Implementation Committees. The Committees will provide oversight during the implementation phase of the Coast Land Use Decision and will report to the Forums. Funding is required to compensate travel expenses incurred on behalf of the organization for their attendance and participation at meetings of the North Coast and Central Coast Plan Implementation Monitoring Committee.

Start Date:	January 30, 2007	End March 31, Date:	, 2009
Recipient Name:	The Sage Foundation – d.b.a Project (BC society #S-2674		Amount: \$18,000
Prime Contact: Address:	Rachel Rocco, Sage Centre I 680 – 220 Cambie Street, Va	Project Coordinator	9
Contact Info: Email address:	Area Code: 604 Phor Rachel@rainforestsolutions.	ne #: 408-7890 .org / <u>Sharon@rainfores</u>	Fax # : n/a tsolutions.org

Signature

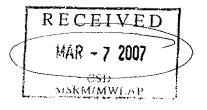
Date of Request (Attach letter of request if applicable): On file.

Branch Contact: Michael Colclough Telephone Number: (250) 286-9356

Sign Off:

Name and Title	Lindsay Jones Project Director
Name and Title	John Bones Assistant Deputy Minister
Name and Title	Jacquie Kendall Assistant Deputy Ministry
Name and Title	Mike Lambert Associate Deputy Minister

Signature Date Signature Date Signature Date Date Date Date Date Signature Date



Feb14/07

Date

Expense Authority Approval:

(Deputy Minister Approval required for all grants) Certified Original Invoice as received from vendor. Not

previously

Transfer Payment Request - (continued)

Complete the following by checking appropriate boxes:

Recipient is: □ University □ Local Government □ Foundation, Federation or Centre □ Club √Association or Society □ Aboriginal Group

Other

Purpose of project for which funding is requested:
□ Research
□ Conference/Panel
□ Project/Event
√ Program Support

Description of Project – Check (\checkmark) all boxes that are applicable:

 $\sqrt{\text{Supports Ministry core business and links to Service Plan}}$

 $\sqrt{\text{Costs}}$ and results are verifiable

 $\sqrt{\text{Has}}$ a specific beginning and end point

 $\sqrt{\text{Has}}$ a product or result that can be delivered, measured and evaluated within a definite time period

 $\sqrt{\text{Has}}$ a favourable cost/benefit ratio to the ministry

 $\sqrt{\text{Will not adversely affect existing industry in the province}}$

 $\sqrt{\text{Will not create a conflict of interest}}$

 \sqrt{Is} not designed primarily to generate profits for proponent

 $\sqrt{$ Includes supporting documentation

 \sqrt{No} misleading or false information in application

 \sqrt{No} significant business risk identified

Additional Information Relevant to This Request (including any communication requirements concerning payment as well as any additional details pertaining to Stob 80 exemptions from competition):

Transfer Payment #	C2NAAL07035	Name of Recipient	The Sage Foundation – d.b.a. Rain Forest Solutions Project
Project Title	Plan Implementation Monitoring Committee participation	Amount of Request	\$18,000
Ministry / Branch	Agriculture & Lands / ILMB	Date of Request	January 29, 2007

Please complete with information from first page of request.



GRANT LETTER

January 24, 2007

File: C2NAAL07033

Rachel Rocco, Sage Centre Project Coordinator The Sage Foundation – d.b.a. Rain Forest Solutions Project 680 – 220 Cambie Street Vancouver, BC V6B 2M9

Dear Rachel Rocco:

Re: Ecosystem Based Management Working Group participation funding

This letter confirms that Her Majesty the Queen in Right of the Province of British Columbia, through the Minister of Agriculture and Lands, is pleased to provide funding in the amount of \$15,000 to The Sage Foundation (the "Foundation") registered in British Columbia under the *Society Act*, Certificate of Incorporation S-26747, and doing business with the Province under the name Rain Forest Solutions Project.

Funding is provided to the Foundation to support travel costs incurred on their behalf as a result of their attendance at, and participation in, the Ecosystem Based Management Working Group until March 31, 2009. An annual financial report is requested from the Foundation each September outlining funds expensed and remaining under this Grant.

Thank you for your participation in the Ecosystem Based Management Working Group and your support for implementation of the Coast Land Use Decision.

Yours truly,

Lindsay Jones Project Director, Coast

Integrated Land Management Bureau

Ministry of Agriculture and Lands Mailing Address: Integrated Land Management Bureau Ministry of Agriculture and Lands 2080-A Labieux Road Nanaimo, BC V9T 6J9 Location: 2080-A Labieux Road Nanaimo, BC V9T 6J9 Tel (250) 751-3237 Fax (250) 751-3245

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Transfer Payment Request

Receip+# 27 Transfer Payment # C2NAAL07033

SUPPLIER #

Ministry: Agriculture and Lands / ILMB / SID

Branch: Strategic Initiatives Division / Coast Region / Nanaimo

Project Title: Ecosystem Based Management Working Group (the "EBMWG")

Type of Transfer Payment requested	√ Grant (Sto	ob 77) (Use eithe	r the long or s	hort form)
and rationale for exemption from	Or		0	,
competition for Stob 80 Transfer	Transfer	Under Agreemer	nt (stob 80) (in	cluding Shared
Payments:	Cost)	8		
	Stob 80 H	Exemptions from	Competition	
		et Award condition		
	 First Nation Group Cost Shared Agreement in place 			
	🗖 Publi	c Private Partner	ship arrangen	nent
Coding: Re	esponsibility	Service Line	STOB	Project
29	90EL	30374	7703	29LA102

Rationale for Funding:

Membership of this organization has been solicited by the provincial government to participate in the Ecosystem Based Management Working Group (the "EBMWG").

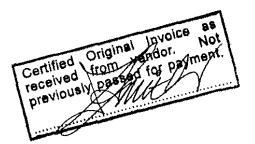
The Provincial Government– First Nation Central Coast and North Coast land use and planning agreements, Protocols, SLUPA's and AIP's committed to establishing an EBMWG that will oversee technical and scientific work and make recommendations related to further development and implementation of EBM in the Central and North Coast.

The EBMWG is mandated to develop recommendations on EBM research priorities and on the application of research results to the implementation of EBM, oversee research related to uncertainties or knowledge gaps in EBM implementation and coordinate and manage data through this phase of implementing the Coast Land Use decision to March 31, 2009.

Funding is required to compensate travel expenses incurred on behalf of the organization for their attendance and participation at EBMWG meetings till March 31, 2009.

Start	January 30, 2007	End	March 31, 20	09	
Date:		Date:			
Recipient Name:	The Sage Foundation – Project (BC society #S-		rest Solutions	Amount: S	\$15,000
Prime Contact:	Rachel Rocco, Sage Cer	ntre Project Co	oordinator		
Address:	680 – 220 Cambie Stree	t, Vancouver,	BC, V6B 2M9		
Contact Info:	Area Code: 604	Phone #: 4	08-7890	Fax # :	n/a
Email address:	Rachel@rainforestsolut	ions.org / <u>Sha</u>	ron@rainforestsol	utions.org	

Date of Request (Attach letter of request if applicable): On file. Branch Contact: Michael Colclough Telephone Number: (250) 286-9356



	RECEIVED
$\langle \langle \rangle$	FEB 1 4 2007

Sign Off:

Lindsay pres.

Name and Title	Lindsay Jones Project Director	X Signature	Date
Name and Title	John Bones Assistant Deputy Minister	x Embures	<u>febo7/07</u> Date
Name and Title	Jacquie Kendall Assistant Deputy Ministry	x pludell Signature	Jeb 8/07 Date
Name and Title	Mike Lambert Associate Deputy Minister	XX	145.09 /107 Date
Expense Authorit (Deputy Minister		7 \	

Complete the following by checking appropriate boxes:

Recipient is:

- University
- Local Government
- Given Foundation, Federation or Centre
- 🖵 Club
- √Association or Society
- Aboriginal Group

Other _____

Purpose of project for which funding is requested:

- Conference/Panel
- Project/Event
- √ Program Support

Description of Project – Check () all boxes that are applicable:

 $\sqrt{\text{Supports Ministry core business and links to Service Plan}}$

 $\sqrt{\text{Costs}}$ and results are verifiable

 $\sqrt{\text{Has}}$ a specific beginning and end point

 $\sqrt{\text{Has}}$ a product or result that can be delivered, measured and evaluated within a definite time period

 $\sqrt{\text{Has}}$ a favourable cost/benefit ratio to the ministry

- $\sqrt{\text{Will}}$ not adversely affect existing industry in the province
- \sqrt{Will} not create a conflict of interest
- \sqrt{Is} not designed primarily to generate profits for proponent
- $\sqrt{Includes}$ supporting documentation
- \sqrt{No} misleading or false information in application

 \sqrt{No} significant business risk identified

Additional Information Relevant to This Request (including any communication requirements concerning payment as well as any additional details pertaining to Stob 80 exemptions from competition):

Transfer Payment #	C2NAAL07033	Name of Recipient	The Sage Foundation – Rain Forest Solutions Project
Project Title	Ecosystem Based Management Working Group	Amount of Request	\$15,000
Ministry / Branch	Agriculture & Lands / ILMB	Date of Request	January 24, 2007

Please complete with information from first page of request.

0 Miscellaneous	164137 CORPORATE COMMENTS	Short Text	
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Name Supplier			
	ed registered name from "THE SAGE FOUND.		
ETY" on September 2	l, 2008 as per BC Corporate Registry. Operat	ting as "SAGE CE	NTRE" (sju, Dec 1/08
001 - Inactivated - no p	ayment activity (sju, Dec 1/08).		
002 - Inactivated - no p	ayment activity (sju, Dec 1/08).		
003 - Current office ad	iress (sju, Dec 1/08).		
UU4 - Inactivated - old	iddress. Last used in 2005 for payment. See	i site UU3 (sju, De	c 1/08).
004 - Inactivated - old	address. Last used in 2005 for payment. See	ı site 003 (sju, De	c 1/08).

O Number CFSSR06016	Vendor TIDES CA	NADA INITIATIVES	Vendor Number	164137
Currency CAD	PO Total	10,000.00	Matched Total	9,000.00
	Invoice		Amount	
Invoices	Date	Invoiced	Remaining	Matched
122	21-MAR-2006	9,000.00	0.00	9,000.00
				ĮĘI.
Batch Name AL06SFS058				
Last Paid Date 12-APR-2006	On Hold N	0	Check Number	978965
Release	PO Line 1		PO Shipment	

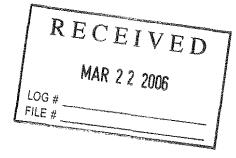
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BROUND RIVER CANADA WWW.ROUNDRIVERCANADA.ORG

INVOICE

Tuesday, March 21, 2006 Invoice 122

Don G Roberts, M-K Trust Fund Project Manager 8923 83A Street, Fort St John, B.C, V1J 6M1





3 Round River staff per Project M-K 2005-2006-27 Ministry Contract Number CFSSR06016

			_
4 days each for 3 RRC staff @	§750 per day	\$9000.00	
Houde Services Peceived Rec d DD/MM/Y/22 23 106	New Year		
Signature: <u>See above</u> Date: Printed Name: <u>Annette Sperions</u>			
Is this a capital Asset? Yos_Nc_ (If yes - enter stob 2000 in A.P)			
Client Resp Service Line Stab Fraizat Amount OTN 2900A 70031 6001 2921652-70	00.00		
Invoice No (if not on invoice); WIP No.:	GST	\$0.00	
P.O. or Contract No: Prices, extension checked: (initial) #M			
Printed Name: if required	Total	\$9000.00	>
Signatura:			
ALOGSFS058		an a	

Round River Canada is a project of Sage Foundation. Please make your cheque **payable to "Sage Foundation"** with memo a "Round River Canada" and refer to the invoice number. Please send "Attention: Anna Strom, Round River Canada, 600-220 Cambie Street, Vancouver, BC V6B 2M9". Thanks!

600-220 CAMBIE STREET, VANCOUVER, BC V6B 2M9 TEL: 604-816-7441 FAX: 604-608-4949

receipt no. 17944

BRITISH		Ministry Contract NGPCP\$\$R008016 Resp: Serv Line: STOB: Project: M-K 2005-2006-27		
COLUMBIA Service Cont	wice Contract (General) WCB Number:			
HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Agriculture and Lands, Muskwa-Kechika Trust Fund (the "Province", "we", "us", or "our" as applicable) at the following address:	AND Sage Foundation (Round River Canada Project) (the "Contractor", "you", or "your" as applicable) at the following address:			
	 220 Cambie Street, Vancouver, B.C V6B 2M9 			
Fax Number: 250 787-3490 Phone: 250 787-3411 Attn : Howard Madill, Regional Manager, Ministry of Agriculture and Lands	Fax Number: 604 844-7441 Phone #: 604 816-7441			
THE PARTIES AGREE TO THE TERMS OF THIS DOCUMENT AND IN THE SCHEDULES OUTLINED BELOW:				
SCHEDULE A - SERVICES				
Prepare for, attend and assist in presenting the Conservation Area Design (developed by Round River) to industry and government in a workshop scheduled for March 14, 2006 in Fort St John, BC. Round River will provide two computers to be used for this workshop.				
Term: March 10 - 16, 2006 From and including: March 10, 2006	2006 To and including: March 16, 2006			
SCHEDULE B – FEES AND EXPENSES				
Fees: \$750 per day – all found rate Expenses: Included in the "all found" rate				
Maximum Amount: Upset price is \$10,000	MINISTRY OF AGRICULTURE AND LANDS AND MINISTRY OF ENVIRONMENT ACCOUNTS PAYABLE			
SCHEDULE C – APPROVED SUBCONTRACTOR(S)				
None	APR 2 4 2006			
		FINANCE AND A CEIVED		
SCHEDULE D – INSURANCE		FINANCE AND ADMINISTRATION		
Insurance requirements have been waived as this is a low risk contract.				
SCHEDULE E – ADDITIONAL TERMS				
None				
SIGNED AND DELIVERED on the 3th day of 12-10,2006	SIGNED AND DELIVERED on the day of , 2006 On behalf of the Contractor (or by the authorized signatory or			
On behalf of the Province by the duly authorized representative:	signatories, if the Contractor is a corporation)			
Signature: Auron Azellin	Signature: Name(s) (Print): CESCEY ANDERSEN			
	Name(s) (Print): LEBCEY ANDERSEN			
Name (Print): Howard Madill				

READ TERMS OF SERVICE CONTRACT (GENERAL)

TERMS OF SERVICE CONTRACT (GENERAL)

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, 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 and approvals necessary or advisable to perform your obligations under this agreement.
- 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.
- 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.
- You must, upon our request, fully inform us of all work done by you or a subcontractor in connection with providing the Services.
- You must maintain time records and books of account, invoices, receipts, and vouchers of all expenses incurred, 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 material that has been produced or received by you or any subcontractor as a result of this agreement (collectively the "Material") including, without limitation, accounting records, findings, software, data, specifications, drawings, reports, and documents, whether complete or not.
- 9. You must treat as confidential all Material and not permit its disclosure without our prior written consent except as required by applicable law.
- The Material and any property we provide to you or a subcontractor is our exclusive property. You must deliver it to us immediately upon our request.
- 11. The copyright in the Material belongs exclusively to us. 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 subcontractors may have in the Material and confirming the vesting of the copyright in us.
- 12. You must maintain and pay for insurance on the terms, including form, amounts, and deductibles, outlined in Schedule D, if any, as modified from time to time in accordance with our directions.
- 13. You must apply for an, immediately on receipt, remit to us any refund or remissions of federal or provincial tax or duty available with respect to any items which we have paid for or agreed to pay for under this agreement.
- 14. You must comply with all applicable laws.
- 15. 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.
- 16. You must not assign any of your rights under this agreement without our prior written consent.
- 17. You must not subcontract any of your obligations under this agreement other than to persons listed in Schedule C without our prior written consent. No subcontract, whether consented to or not, relieves you from any obligations under this agreement. You must ensure than any subcontractor you retain fully complies with this agreement in performing the subcontracted obligations.
- 18. 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.
- You must not do anything that would result in personnel hired by you or a subcontractor being considered our employees.
- You must not commit or purport to commit us to pay any money unless specifically authorized by this agreement.

PAYMENT

- 21. If you comply with this agreement, we must pay you (\cdot) if \cdot is a second defined in School (\cdot) and (\cdot) if \cdot is a second defined in the second defined of the secon
 - (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.
- 22. 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.

- 23. We may withhold from any payment due to you an amount sufficient to indemnify us against any lien or other third party claims that could arise in connection with the provision of the Services.
- 24. Our Obligation to pay money to you is subject to the *Financial Administration* <u>Act</u> which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.
- 25. Unless otherwise specified in this agreement, all references to money are to Canadian dollars.
- 26. 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.
- 27. 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 Receive General for Canada on your behalf.

TERMINATION

- 28. 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.

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

GENERAL

- 30. You are an independent contractor and not our employee, agent, or partner.
- 31. 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.
- 32. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
- 33. This agreement is governed by and is to be construed in accordance with the laws of British Columbia.
- 34. Time is of the essence in this agreement.
- 35. 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.

- 36. 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.
- No modification of this agreement is effective unless it is in writing and signed by the parties.
- 38. This agreement and any modification of it constitute the entire agreement between the parties as to performance of the Services.
- 39. 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 administered by the British Columbia International Commercial Arbitration Centre under its rules.
- 40. Sections 6 to 11, 13, 15, 23, 24, 27 to 29 and 39 continue in force indefinitely, even after this agreement ends.
- 41. The schedules to this agreement are part of this agreement.
- 42. 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.
- 43. In this agreement, "we", "us", and "our" refer to the Province alone and never refer to the combination of the Contractor and the Province: that combination is referred to as "the parties".
- 44. 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.
- 45. 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.