

# TRANSFER PAYMENT REQUEST

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(	MINISTRY OF ENVIRONMENT	/(フ/	
	MINISTRY OF AGRICULTURE & LANDS	X	_
	INTEGRATED LAND MANAGEMENT BUREAU		,
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TRANSFER PAYMENT #	EQB-08-179		AMOUNT:	\$ 85	,000.00		
BRANCH:	Environmental Qua	ality	DIVISION:	Envi	ronmental Protection		
PROJECT TITLE: A DVD Resource on Adapting to Climate Change							
RECIPIENT INFORMATION	NAME:	NAME: Sage Centre					
	ADDRESS:	680-220 Cambie \$	St., Vancouve	r, BC \	/6B 2M9		
	PHONE:	(604) 647-6611	, , , , , , , , , , , , , , , , , , ,	FAX:	(604) 647-6612		
					des climate change impacts		
FUNDING RATIONALE	subject, using thr not take advantag case studies. Tea enhance the exist produced the orig	ee B.C. case studies ge of existing comput achers have indicated ing black-and-white, ginal classroom mate	and the latest ster animations a d this animated print classroor rials will build of	science and vice and in and in mate on thei	of classroom materials on the The original project did leo material related to the colour material would rials. The project team that rexperience to produce the e responsibility for the		
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START DATE:	1 May, 2008	END C	ATE:	31 December, 2	009		
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COST SHA	RED AGREEMENT IN PLACE						
CODING: <b>2941D</b>		SERVICE LINE		STOВ 7703	PROJECT 2900000		
DATE OF REQUEST  (ATTACH LETTER OF REQUEST IF APPLICABLE):  28 February, 2007 (original proposal) 27 February 2008 (updated proposal and budget) – both attached							
BRANCH CONTACT:	Jenny Fraser, Adaptation	Specialist		PHONE:	(250) 953-3812		

MANAGER, Climate Change Section	SIGNATURE	DATE
Glen Okrainetz	SIGNATURE	
A/DIRECTOR, ENVIRONMENTAL QUALITY BRANCH	SIGNATURE	3 MARCH 2008 DATE
Lynn Bailey ADM, Environmental Protection Division	SIGNATURE	MTR 31, 2008
<b>Denise Bragg</b> ADM, CORPORATE SERVICES	SIGNATURE	MAR31/U
EXPENSE AUTHORITY APPROVAL: Joan Hesketh, Deputy Minister (DEPUTY MINISTER APPROVAL REQUIRED FOR ALL GRANTS)	SIGNATURE SIGNATURE	1 MAR31/08
COMPLETE THE FOLLOWING BY CHECKING APPR	OPRIATE BOXES:	***
RECIPIENT IS:	PURPOSE OF PROJECT FOR WHICH FUNDI	NG IS REQUESTED:
UNIVERSITY	RESEARCH	
LOCAL GOVERNMENT	CONFERENCE/PANEL	
X FOUNDATION, FEDERATION OR CENTRE	X PROJECT/EVENT	
CLUB	PROGRAM SUPPORT	
ASSOCIATION OR SOCIETY		
ABORIGINAL GROUP		
ABORIGINAL GROUP		
OTHER	'ES THAT ARE APPLICABLE:	
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NOTE: ADDITIONAL INFORMATION RELEVANT TO THIS REQUEST INCLUDING <u>ANY</u> COMMUNICATION REQUIREMENTS CONCERNING PAYMENT AS WELL AS ANY ADDITIONAL DETAILS PERTAINING TO STOB 80 EXEMPTIONS FROM COMPETITION

### GRANT AGREEMENT

1150-20/EQB-08-179

March xx, 2008

Sage Centre 680-222 Cambie Street Vancouver, BC V6B 2M9

Attention: Lesley Anderson

RE: A DVD Resource on Adapting to Climate Change

Thank you for your letter of February 28, 2008 requesting financial assistance for the purpose as outlined in this Agreement.

I am pleased to advise that Her Majesty the Queen in Right of the Province of British Columbia as represented by the Minister of Environment (the "Province"), is able to provide funding of \$85,000.00

#### **PURPOSE**

The Ministry's payment is to provide funds for the development of a DVD and website including computer animations and video materials related to existing classroom materials on climate change impacts and adaptation in B.C., and for marketing of these products to teachers, in coordination with Wild BC. The DVD and website materials will be available free or charge. The Ministry's payment will cover work undertaken between 1 May, 2008 and 31 December, 2009.

This reflects the description of the project as laid out in the Recipient's Applications (the "Application") dated 28 February, 2007 and updated 28 February, 2007 and attached as Appendices 1 and 2 to this Agreement.

#### TERMS

The Ministry's support of the above project is subject to the following conditions:

- 1. The Recipient will ensure that the DVD and website technologies used are suitable for broad classroom use.
- 2. The monies are to be spent only on the project, as specified in the attached Application (or detailed above).
- 3. Funds will be provided on receipt of a signed copy of this grant agreement:
- 4. The Recipient will submit evidence that the purpose of this agreement was fulfilled in accordance with the funds provided. Upon request of the Ministry, the recipient will provide audited financial statements for the project.
- 5. The Recipient will acknowledge support provided by the Ministry in reports and other products resulting from the project.
- 6. The Ministry assumes no liability for loss, injury or damage suffered or caused as a result of this project.

#### PROJECT DATES

The Recipient will commence the Project by 1 May, 2008 with completion on or before 31 December, 2009. Nothing in this agreement will commit the Ministry to provide funding for any project works not completed prior to the completion date.

# LIAISON

Unless advised to the contrary, our Ministry contact with whom we ask you to deal on the foregoing matters is Jenny Fraser/Climate Change Adaptation Specialist of Environmental Quality Branch, Mailing Address: PO Box 9341 Stn Prov Govt, Victoria, BC V8W 9M1, Telephone: (250) 953-3812, Email: Jenny.Fraser@gov.bc.ca.

#### ACCEPTANCE

The Recipient represents that the contents of the Application are true and accurate.

If the above conditions are acceptable, please indicate by signing and returning the two originals of this Agreement. One original will be provided for your files upon signing by the Ministry.

	hereto have duly executed this agreement as of, 20
SIGNED AND DELIVERED on behalf of the Ministry,	SIGNED AND DELIVERED on behalf of the Recipient,
(Authorized Representative)	(Authorized Representative)

# ORACLE iProcurement

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Shop 🕽 Requisitions 🎍 Receiving

Confirmation

Receipt 40639 has been created for you.

**Receive Items: Confirmation Details** 

**Receipt Information** 

Receipt Date 04-Apr-2008 12:17:12

**Received Item Details** 

Receipt	Requisition	Description	Receipt Quantity U	Packing Slip		Receipt Comments	Supplier
40639		7703 A DVD RESOURCE ON ADAPTING T CLIMATE CHANGE	,	\$ ;	31-mar-2008 G.OKRAINETZ	G.OKRAINETZ	SAGE FOUNDATI <sup>,</sup> THE

#### Return to Receiving

Shop | Requisitions | Receiving | Shopping Cart | Home | Logout | Preferences | Help Privacy Statement Copyright (c) 2006, Oracle. All rights reserved.

File: 1150-20/WAC-06-159

January 24, 2006

Marlo Raynolds
Executive Director
The Pembina Institute
200, 608 - 7th Street S.W.
Calgary, AB T2P 1Z2

Dear Marlo Raynolds:

# RE: Greenlearning.ca - BC program

Thank you for your correspondence of January 24, 2006 requesting financial assistance for the purpose as outlined in this Agreement. I am pleased to advise that the Ministry of Environment (the "Ministry"), is able to provide funding of \$50,000.

#### **PURPOSE**

The Ministry's payment is to provide funds to help the Pembina Institute develop a Greenlearning ca resource for BC K – 12 public school teachers. Funds will contribute to BC-specific teacher materials, student activities, and backgrounders on climate change and solutions on the Greenlearning ca website. This reflects the description of the project as laid out in the Recipient's Application (the "Application") dated January 24, 2006 and the Recipient's Business Plan (attached as Appendices 1 and 2 to this Agreement).

#### **TERMS**

The Ministry's support of the above project is subject to the following conditions:

- 1. Disbursement of the Ministry funds will be on receipt of a signed copy of this agreement.
- 2. The monies are to be spent only on the project, and on activities outlined in Appendix 1.
- 3. A statement of revenue and expenditures on the project is to be submitted to the Ministry within 60 days of project completion. The authorized signing officers of the Organization must sign the statement.
- 4. The Organization will acknowledge support provided by the Ministry in reports resulting from the project.
- 5. The Ministry assumes no liability for loss, injury or damage suffered or caused as a result of this project.
- 6. The Organization represents that the contents of the Application are true and accurate.

# PROJECT DATES

The project will run from January 30, 2006 to March 31, 2007. The Ministry, at its sole discretion, may terminate any further funding after this completion date.

#### LIAISON

Unless advised to the contrary, our Ministry contact with whom we ask you to deal on the foregoing matters is Donna Sanford of the Water, Air, and Climate Change Branch. Donna can be reached at 250-387-9943.

#### **ACCEPTANCE**

If the above conditions are acceptable, please indicate by signing and returning the two originals of this Agreement. One original will be provided for your files upon signing by the Ministry.

Please return signed copies to:

Colleen Nelthorpe, Administrative Assistant Water, Air and Climate Change Branch Ministry of Environment

Mailing Address: PO Box 9341 STN PROV GOVT	OR	Courier Address: 3 <sup>RD</sup> FL, 2975 JUTLAND RD VICTORIA BC V8T 5J9
VICTORIA BC V8W 9M1		

	SS WHEREOF th _day of		keeuted this agreement as of
SIGNED A	ND DELIVERED	on behalf of the Ministry,	
	MONTH MADE IT		(Authorized representative)
SIGNED A	ND DELIVERED	on behalf of the Recipient,	
	CP CALL CONTROL OF CALL CONTROL CONTRO		(Authorized representative)
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# Transfer Payment Request

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Ministry: Environment		· · · · · · · · · · · · · · · · · · ·	Fransfer Payment	# WAC-06-159
Branch: Water, Air and Clim	ate Change	:		
Project Title: GreenLearning	gBC.ca			
Type of Transfer Payment re	Transfe	er Under Agreem er Under Cost Sha	ent aring Agreement	
Coding:	Responsibility 2941D	Service Line 30525	STOB 7703	Project 2900000
Rationale for Funding: Greenlearning.ca is a K – 12 addresses key topical issues sustainability issues. Pembin successful Alberta Greenlear information to British Columb information they need to mak climate change. Pembina's p the province's goal of educat resources on air quality issue Climate Change Section fund and backgrounders on climate	of climate change, er a's proposal for a BC ming.ca resource. BC ians so that they und re informed choices a proposed curriculum-bion and outreach on co es, which supports the	nergy and environ- based Greenlean's climate change erstand climate communication of the bout greenhouse pased resource we climate change. The Brains on the Greenless of the Greenless of the Greenless on the Greenless of the Greenless on the Greenless of the Gr	nment, air quality, arning.ca resource e plan commits to change impacts, and gas reductions an important The project will als nch's Air Protection eacher materials, searning.ca website	and other is based on the delivering id have the id adaptation to contribution to o provide teaching in Section.  tudent activities,
Start Date: January 30, 2006		End Date: Ma	rch 31, 2007	
Name of Recipient: Marlo	Raynolds, Executive l	Director	Amount: \$50,000.	
Address: The Pembina Institute 200, 608 - 7th Street Calgary, AB T2P 1Z2	For Exproprial S.W.	le bevelopm	with	
Tel: (403) 269-3344 Fax: (403) 269-3377				
Date of Request (Attach lette	r of request if applica	ble): January 24,	2006	

Telephone Number: (250) 387-9943

Branch Contact:

Donna Sanford, Senior Policy Analyst

INITIALS

Sign Off: Name and Title Lee Thiessen, Manager	x Signature Date
Name and Title Hu Wallis, Director	X Lawally Feb. 6/06 Signature Date
Name and Title Eric Partridge, ADM	Signature Date
Name and Title  Jacquie Kendall, ADM	X Signature Date
Spending Authority Approval: (Deputy Minister approval required for all transfers under agreement) Chris Trumpy, Deputy Minister	x Usignature Date
Complete the following by checking appropriate by Recipient is:  University Local Government Foundation, Federation or Centre Club Association or Society Aboriginal Group Other Non-government organization	Purpose of project for which funding is requested:  Research Conference/Panel Project/Event Program Support
<ul> <li>✓ Has a favourable cost/benefit ratio to the minist</li> <li>✓ Will not adversely affect existing industry in th</li> <li>✓ Will not create a conflict of interest</li> <li>✓ Is not designed primarily to generate profits for</li> <li>✓ Includes supporting documentation</li> <li>✓ No misleading or false information in application</li> <li>✓ No significant business risk identified</li> </ul>	easured and evaluated within a definite time period try e province proponent
concerning payment):	
Transfer Payment #: WAC-06-159	Name of Recipient: The Pembina Institute
Project Title: GreenLearningBC.ca	Amount of Request: \$50,000
Ministry/Branch: Environment/WACC	Date of Request: January 24, 2006

ORACLE'

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Shop Re

Requisition Status

Receiving

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Confirmation

Receipt 19408 has been created for you.

Receive Items: Confirmation Details

**Receipt Information** 

Receipt Date 05-Apr-2006

#### Received Item Details

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Receipt Re	equisition <sup>a</sup>	Description	Unit	Quantity	Waybill	Slip	Comments	Comments	Supplier
19408 75		GREEN LEARNING BC	\$\$	50000		;	30-RA-206 H.WALLIS	H.WALLIS	PEMBINA INSTITUTE FOR APPROPRIATE DEVELOPMENT

# Return to Receiving

<u>Shop | Requisition Status | Receiving | My Profile | Return to Portal | Shopping Cart | Help Copyright 2000-2004 Oracle Corporation. All rights reserved.</u>





# **Grant Agreement**

File: 1150-20/WAC-06-159

April 10, 2006

Marlo Raynolds
Executive Director
The Pembina Institute
200, 608 - 7th Street S.W.
Calgary, AB T2P 1Z2

Dear Marlo Raynolds:

MINISTRY OF AGRICULTURE AND LANDS AND MINISTRY OF ENVIRONMENT ACCOUNTS PAYABLE

MAY - 2 2006

RECEIVED
FINANCE AND ADMINISTRATION
BRANCH

# RE: Greenlearning.ca – BC program

Thank you for your correspondence of January 24, 2006 requesting financial assistance for the purpose as outlined in this Agreement. I am pleased to advise that the Ministry of Environment (the "Ministry"), is able to provide funding of \$50,000.

#### **PURPOSE**

The Ministry's payment is to provide funds to help the Pembina Institute develop a Greenlearning.ca resource for BC K-12 public school teachers. Funds will contribute to BC-specific teacher materials, student activities, and backgrounders on climate change and solutions on the Greenlearning.ca website. This reflects the description of the project as laid out in the Recipient's Application (the "Application") dated January 24, 2006 and the Recipient's Business Plan (attached as Appendices 1 and 2 to this Agreement).

.../2



#### **TERMS**

The Ministry's support of the above project is subject to the following conditions:

- 1. Disbursement of the Ministry funds will be on receipt of a signed copy of this agreement.
- 2. The monies are to be spent only on the project, and on activities outlined in Appendix 1.
- 3. A statement of revenue and expenditures on the project is to be submitted to the Ministry within 60 days of project completion. The authorized signing officers of the Organization must sign the statement.
- 4. The Organization will acknowledge support provided by the Ministry in reports resulting from the project.
- 5. The Ministry assumes no liability for loss, injury or damage suffered or caused as a result of this project.
- 6. The Organization represents that the contents of the Application are true and accurate.

### **PROJECT DATES**

The project will run from January 30, 2006 to March 31, 2007. The Ministry, at its sole discretion, may terminate any further funding after this completion date.

#### LIAISON

Unless advised to the contrary, our Ministry contact with whom we ask you to deal on the foregoing matters is Donna Sanford of the Water, Air, and Climate Change Branch. Donna can be reached at 250-387-9943.

#### **ACCEPTANCE**

If the above conditions are acceptable, please indicate by signing and returning the two originals of this Agreement. One original will be provided for your files upon signing by the Ministry.

Please return signed copies to:

Colleen Nelthorpe, A/Administrative Assistant Water, Air and Climate Change Branch Ministry of Environment

IN WITNESS WHEREOF the parties hereto have duly exe Theday of	cuted this agreement as of
SIGNED AND DELIVERED on behalf of the Ministry,	(Authorized representative)
SIGNED AND DELEVERED on behalf of the Recipient,	_ (Flathoff2ed representative)
\$/////\	_ (Authorized representative)

Sent : Tue 24/01/2006 2:22 PM

From : Diane Simpson

s.22

To : Thiessen, Lee ENV:EX Cc : Sanford, Donna L ENV:EX

Cc : Kathy Worobec

Subject : Pembina Institute request

Hello Lee,

This request is in reference to the Pembina Institute's meeting with you on Oct 7, 2005.

Greenlearning.ca is a public school curriculum-based e-learning education program of the Pembina Institute that addresses key topical issues of climate change, energy and environment, renewable energy and technology, sustainability, energy efficiency and conservation, ecosystems and species at risk (flora and fauna), and environmental stewardship. This on-line teacher resource weaves in a First Nations perspective, is regional specific in its content, and is completely curriculum driven.

The Pembina Institute requests \$50,000 from Ministry of Environment, Climate Change Section for this project. These funds will contribute to the review of where climate change links to the BC Ministry of Education Integrated Resource Package and specific outcomes and the development of teacher materials, student activities and backgrounders on climate change and solutions to climate change on Greenlearning.ca website. These materials will be completed by March 31, 2007.

Thank you.

Diane

Diane Simpson
Director, BC Education Program

The Pembina Institute - Vancouver Office Suite 606, 55 Water Street Vancouver, BC, V6B 1A1

Phone: 604-677-4662 Fax: 604-874-8557

dianes@pembina.org www.pembina.org



Sustainable Energy Solutions

# **INVOICE TO:**

Reg 6921 Receipt 18290

BC Ministry of Environment, Fisheries and Seafood Development Branch Jamie Alley, Director Marine Resource Management 3<sup>rd</sup> Floor North, 2975 Jutland Road PO Box 9309, Stn Prov Govt Victoria BC V8W 9N1 Invoice # 471-01

LAND AND WATER SPITISH COLUMBIA'
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	AVTON VALLEY	GOODS AND SERVA SIGNATI	URE DATE: 2	103/06		GOODS AND SERVICE	ES REC'D SIGNATURE



# MODIFICATION AGREEMENT

COMENOGOOS

Min Contract No.: CAG06001110

Resp: 295WD Serv. Line: 31101

Stob: 6001 Project: 2900000

WCB No.: Modification No.: 1 RECEIVED IN ACCOUNTS

Req.#6921

BETWEEN

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

The Ministry of the Environment (the "Province", "we", "us" or "our", as applicable)

AND

Pembina Institute for Appropriate Development (the "Contractor", "you" or "your" as applicable)

DE BRATISH COLUMBIA) represented

AND MINISTRY OF ENVIRONMENT

ACCOUNTS PAYABLE

MAR 16 2006

RECEIVED
FINANCE AND ADMINISTRATION
BRANCH

#### **BACKGROUND**

- A. The parties entered into an agreement dated January 9, 2006, contract number CAG06001110, 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) To extend the term of the contract, changing the end date from "January 31, 2006" to "February 6, 2006".
- 2) That Schedule "B" Fees be amended (increased) from \$10,000.00 to \$12,500.00.
- 3) In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED on the _authorized representative:	20 day of	February	2006, on behalf of the Province by its duly
SIGNATURE: Jamie Alley	Aller)		
	( dis	*** /	

SIGNATURE FORTY GUILLE CONTROLLED

PRINT NAME: Kathy Wordbec



#### General Service Agreement

Ministry Contract No: CAG06001110 modity Code:

Resp: 295WD

COMENO6005

Serv Line: 31101 STOB: 6001 Project: 2900000

WCB Number:

Supplier Number: 125140 site 002 🗸

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA represented by the Minister of Environment

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

following address:

PO Box 9309 Stn Prov Govt Victoria BC V8W 9N1

Fax Number: (250) 953-3401

E-Mail Address: jamie.alley@gov.bc.ca

AND Pembina Institute for Appropriate Development

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

555 Water St, Suite 606 Vancouver BC V6B 1A1

Tel. No: (604) 874-8557

Fax Number:

E-Mail Address: dianes@pembina.org

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"):

See attached Schedule A

Term:

Start Date: December 6, 2005

End Date: January 31, 2006

SCHEDULE B - FEES AND EXPENSES

Fees: \$10,000.00

Expenses: N/A

Maximum Amount: \$10,000.00

SCHEDULE C - APPROVED SUBCONTRACTOR(S)

SCHEDULE D - INSURANCE

SCHEDULE E - PRIVACY PROTECTION

SCHEDULE F - ADDITIONAL TERMS

SCHEDULE G-SECURITY

SIGNED AND DELIVERED on the 9th day of Jan, 200%6

on behalf of the Province by its duly authorized representative

Signature Xalfulluse

Print name: Kathy Wordbec

SIGNED AND DELIVERED on the 2 day of Jar

or on behalf of the Contractor (or by the authorized signatory or signatories, if the Contractor is a corporation)

Signature(s):\_

Print name(s):

Alley

Revised November/05

READ 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 such 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 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 other than to persons listed in Schedule C. 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.

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#### **PAYMENT**

- 25. If you comply with this Agreement, we my vay 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.

CONTRACTOR

PROVINCE

- 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
  - (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. Page 19

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# SERVICES CONTRACT (GENERAL) SCHEDULE A – SERVICES

### Background

The Ministry is considering working with a range of other parties in the development of an education program to promote awareness and understanding of oceans resources on the Pacific coast of Canada. Currently, a range of oceans-related educational materials exist, but there may be new opportunities to enhance learning experiences in the school curriculum and with the general public.

British Columbia's economic, environmental and social well-being is closely linked to the ocean and its resources. With over \$6 billion¹ in annual economic activity and more in ocean trade passing through Canadian waters, the Pacific Ocean generates a broad spectrum of benefits and offers enormous potential for both present and future generations. Key activities and future potential lie with fisheries, aquaculture, tourism, transportation, shipbullding, oil and mineral production, education and research.

Education plays a critical role in increasing public understanding and appreciation of the value of our oceans, and to build public confidence and the capacity to access the potential and sustainably manage ocean resources.

#### Services Required

Ocean Education Situational Analysis and Opportunities Assessment

- Prepare a summary and an inventory of the existing oceans-related education materials available to BC educators; including the K-12 curriculum, e-learning organizations, the Vancouver Aquarium, initiatives of the federal government (such as "Stream to Sea") and selected environmental and conservation organizations. Assess the linkages and suitability for ocean and marine fisheries topic areas and learning outcomes.
- > Determine gaps in the educational program and resources for teachers (on-line, hard-copy etc.).
- > Provide an assessment of "where we are now" and of existing and future opportunities based on experiences in other natural resource and environmental topic areas.
- > Provide recommendations for the "best approach" to developing a comprehensive learning platform for oceans-related education program specific to the Pacific coast.
- > Provide budget estimates for future work to develop new learning materials and a comprehensive curriculum.

<u>Deliverable</u>: A final report detailing the above work is required by January 31st, 2006. The structure and contents of the report will be determined in consultation with the contract manager.

# **Contract Manager**

Jamie Alley, Director Marine Resource Management (250) 953-3417; Jamie Alley@gov.bc.ca



<sup>&</sup>lt;sup>1</sup> Canada's Ocean Industries: Contribution to the Economy 1988-2000. Department of Fisheries and Oceans