



COPY

July 30, 2012

File: 1070-20

Jeff Lucas
General Manager
Traction Creative Communications
Suite 160 – 1020 Mainland Street
Vancouver BC V6B 2T5

Dear Jeff,

Re: Standing Offer Reference Number SO-000655

As outlined in section 1.2 of the Standing Offer, we are pleased to advise that we are extending the Term of the Standing Offer, to end July 31, 2013.

Please review the terms for renewal included in your contract.

If you have any questions, I can be reached at 250 356-7823 or mary.dila@gov.bc.ca.

Yours truly,

Mary Dila
Executive Director
Marketing and Corporate Communications
Government Communications
And Public Engagement



The Best Place on Earth

STANDING OFFER

ADVERTISING SERVICES FOR PUBLIC AFFAIRS BUREAU

STANDING OFFER REFERENCE NUMBER SO-000655

THIS STANDING OFFER is made the 13th day of July, 2010.

Traction Creative Communications
Suite 160-1020 Mainland Street
Vancouver, BC V6B 2T5
Phone: s.22

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE
SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF [NAME]
OF THE GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - (a) "Contract" means the binding agreement, the terms of which are set out in Schedule "C", entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "B";
 - (b) "Draw Down Form" means any form of the Province that lists this Standing Offer Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
 - (c) "Services" means those services described in Schedule "A";
 - (d) "Ministry" means the Province's Ministry of Citizen's Services;
 - (e) "Offeror's Representative" means Jeff Lucas who is the representative assigned by the Offeror to oversee the Standing Offer;

- (f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (g) "Standing Offer" means the Offeror's offer to supply the Services at the prices set out in Schedule "B"; and
- (h) "Standing Offer Administrator" means **Dawn Stewart**, who is the standing offer administrator assigned to oversee the Standing Offer for the Province.

EXPIRY

- 2. This Standing Offer will expire on **July 31, 2012** unless withdrawn in accordance with paragraph 7. Offerers may be provided an option to renew, at the sole discretion of the Province, for an additional one-year term. Offers will be provided an opportunity to negotiate their rates at this renewal point.

THE STANDING OFFER

- 3. The Offeror understands and agrees that:
 - (a) a Contract is formed on receipt by the Offeror of the Draw Down Form;
 - (b) a Draw Down Form shall form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - (c) the issue and distribution this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - (d) the Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - (e) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - (f) the Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - (g) no change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Province; and
 - (h) the terms and conditions set out in Schedule "C" will apply to each Contract.

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- 4. If the Province provides a Draw Down Form prior to the expiry of this Standing Offer and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.
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DRAW DOWN MECHANISM

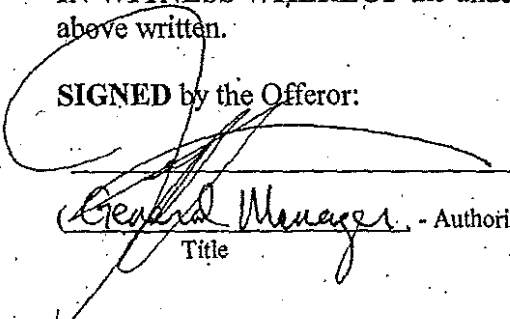
5. Services may be ordered by other methods other than a Draw Down Form such as telephone or facsimile, but must be confirmed in writing by issuance of a Draw Down Form.
6. Draw Downs against a Standing Offer paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
7. If there is any conflict between the Draw Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

NOTIFICATION OF WITHDRAWAL

8. In the event that the Offeror wishes to withdraw this Standing Offer, the Offeror shall provide no less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
9. The Offeror hereby agrees to fulfil any and all Draw Down Forms which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

SIGNED by the Offeror:



General Manager - Authorized Signatory)

Title

SCHEDULE "A"

SERVICES

Offerors will work with PAB on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Contractor will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

The Contractor will provide, but not be limited to, the following services:

- a) strategic advice and planning;
- b) creative advice and development;
- c) marketing;
- d) promotions;
- e) graphic design;
- f) film production;
- g) video production;
- h) photography;
- i) writing services;
- j) research;
- k) website design;
- l) online marketing;
- m) interactive marketing; and
- n) brand development.

This Standing Offer will initially not cover any areas of business that are already covered by alternate existing contractual agreements; these areas may be included as part of service delivery under this Standing Offer when the existing contracts expire.

The Contractor's responsibilities, relating to a specific project or assignment may include the following as part of service delivery:

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 - c) Assisting in database marketing including, without limitation, consumer data acquisition strategies, database segmentation and data mining;
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 - i) Assisting in the development and execution of materials associated with special presentations, events and training;
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 - n) Making timely payment to all persons, firms and corporations supplying goods or services (or both) in connection with plans and/or material;
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- p) Preparation of project estimates and monthly budget control reports;
 - q) Ensuring systems and processes are in place to ensure quality control and value for money;
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Upon project completion, the Contractor will be required to provide the following to PAB:

- all graphic working files relating to the project, in a PC compatible format;

- all photos, video and HD footage relating to the project; and
- documentation of all usage and image rights agreements negotiated on behalf of PAB.

1.1 CLIENT RELATIONS

Contractors will be expected to be client focused, and demonstrate flexibility in its management approach to work with the client. Contractors will be required to work closely with the client and have a stream-lined approach to client services. Contractors will be required to be flexible in their approach to projects based on the size of the project (For example, how would the agency approach a small, low budget project and contrast that to an extensive campaign involving many marketing channels).

The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver with as little as two hours notice. The Offeror will ensure the availability of experienced resources when and as needed.

1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

The Account Manager will have at least five or more years experience managing:

- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

The Offeror will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Account Manager – Jeff Lucas

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact)	
- Project Management	
Account Services (Primary point of contact)	
- Account Lead	
Creative Director or Agency Head	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	
Digital Design Services	s.21
New Media Development	
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

* as reflected above, the Offeror will charge a single, blended rate of s.21 for all account/client & creative services on all assignments.

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000655**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
OWNS OF SERVICES ON A STANDING OFFER

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
25. In order to obtain payment of any fees in respect of the Services, 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 "A".
26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
 - (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.

32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".

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.

39. ~~A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.~~
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.

44. Schedules A, B and C to the Standing Offer are part of this Contract.

45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

47. In this Contract,

- (a) the words "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 Standing Offer, and
- (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".

48. You represent and warrant to us that:

- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
- (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
- (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
- (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
- (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
- (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
- (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.

RECEIVED

JUL 19 2010

**PURCHASING
SERVICES**



**BRITISH
COLUMBIA**

The Best Place on Earth

STANDING OFFER

**ADVERTISING SERVICES
FOR
PUBLIC AFFAIRS BUREAU**

STANDING OFFER REFERENCE NUMBER SO-000654

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Bryant Fulton and Shee dba TBWA\Vancouver
300-455 Granville Street
Vancouver, BC V6C 1T1
Phone: s.22

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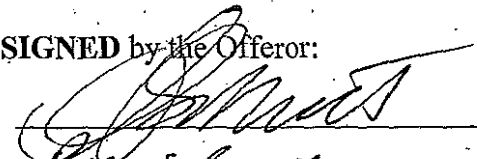
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1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

The Account Manager will have at least five or more years experience managing:

- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

The Offeror will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Account Manager – Kristy Ejrikson

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact)	
Creative Director or Agency Head	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	
Digital Design Services	
New Media Development	s.21
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000654**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
DOWNS OF SERVICES ON A STANDING OFFER

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

-
24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
 25. In order to obtain payment of any fees in respect of the Services, 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 "A".
 26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
- (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.
32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".
- 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.
39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.

44. Schedules A, B and C to the Standing Offer are part of this Contract.

45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

47. In this Contract,

- (a) the words "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 Standing Offer, and
- (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".

48. You represent and warrant to us that:

- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
- (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
- (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
- (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
- (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
- (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
- (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.



COPY

July 30, 2012

File: 1070-20

Tom Shepansky
Principal
Rethink Communications
#700 – 470 Granville Street
Vancouver BC V6C 1V5

Dear Tom,

Re: Standing Offer Reference Number SO-000653

As outlined in section 1.2 of the Standing Offer, we are pleased to advise that we are extending the Term of the Standing Offer, to end July 31, 2013.

Please review the terms for renewal included in your contract.

If you have any questions, I can be reached at 250 356-7823 or mary.dila@gov.bc.ca.

Yours truly,

Mary Dila
Executive Director
Marketing and Corporate Communications
Government Communications
And Public Engagement



**BRITISH
COLUMBIA**

The Best Place on Earth

STANDING OFFER

**ADVERTISING SERVICES
FOR
PUBLIC AFFAIRS BUREAU**

STANDING OFFER REFERENCE NUMBER SO-000653

THIS STANDING OFFER is made the 13th day of July, 2010.

Rethink Communications Inc
#700-470 Granville Street
Vancouver, BC V6C 1V5
Phone: s.22

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE
SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF [NAME]
OF THE GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - (a) "Contract" means the binding agreement, the terms of which are set out in Schedule "C", entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "B";
 - (b) "Draw Down Form" means any form of the Province that lists this Standing Offer Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
 - (c) "Services" means those services described in Schedule "A";
 - (d) "Ministry" means the Province's Ministry of **Citizen's Services**;
 - (e) "Offeror's Representative" means **Tom Shepansky** who is the representative assigned by the Offeror to oversee the Standing Offer;

- (f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (g) "Standing Offer" means the Offeror's offer to supply the Services at the prices set out in Schedule "B"; and
- (h) "Standing Offer Administrator" means **Dawn Stewart**, who is the standing offer administrator assigned to oversee the Standing Offer for the Province.

EXPIRY

- 2. This Standing Offer will expire on **July 31, 2012** unless withdrawn in accordance with paragraph 7. Offerers may be provided an option to renew, at the sole discretion of the Province, for an additional one-year term. Offers will be provided an opportunity to negotiate their rates at this renewal point.

THE STANDING OFFER

- 3. The Offeror understands and agrees that:
 - (a) a Contract is formed on receipt by the Offeror of the Draw Down Form;
 - (b) a Draw Down Form shall form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - (c) the issue and distribution this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - (d) the Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - (e) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - (f) the Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - (g) no change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Province; and
 - (h) the terms and conditions set out in Schedule "C" will apply to each Contract.
- 4. If the Province provides a Draw Down Form prior to the expiry of this Standing Offer and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.

DRAW DOWN MECHANISM

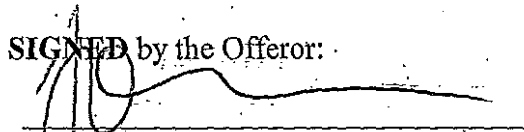
5. Services may be ordered by other methods other than a Draw Down Form such as telephone or facsimile, but must be confirmed in writing by issuance of a Draw Down Form.
6. Draw Downs against a Standing Offer paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
7. If there is any conflict between the Draw Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

NOTIFICATION OF WITHDRAWAL

8. In the event that the Offeror wishes to withdraw this Standing Offer, the Offeror shall provide no less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
9. The Offeror hereby agrees to fulfil any and all Draw Down Forms which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

SIGNED by the Offeror:



J. Parbamer - Authorized Signatory)

Title

SCHEDULE "A"

SERVICES

Offerors will work with PAB on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Contractor will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

The Contractor will provide, but not be limited to, the following services:

- a) strategic advice and planning;
- b) creative advice and development;
- c) marketing;
- d) promotions;
- e) graphic design;
- f) film production;
- g) video production;
- h) photography;
- i) writing services;
- j) research;
- k) website design;
- l) online marketing;
- m) interactive marketing; and
- n) brand development.

This Standing Offer will initially not cover any areas of business that are already covered by alternate existing contractual agreements; these areas may be included as part of service delivery under this Standing Offer when the existing contracts expire.

The Contractor's responsibilities, relating to a specific project or assignment may include the following as part of service delivery:

- a) Development of the plans, including, without limitation, strategic development, brand stewardship, image/brand advertising and promotion, digital marketing, research and analysis, interactive, web design and development, video, promotions, collateral material, special events, partnership and sponsorship development, and contest administration;

- b) Strategic and issues management advice and counsel;
- c) Assisting in database marketing including, without limitation, consumer data acquisition strategies, database segmentation and data mining;
- d) Planning, creation and preparation of concepts, layouts and copy to be used in the execution of plans;
- e) Development and production of all materials required in the plans, including but limited to: radio/broadcast production, print production, digital advertising production, display/event materials and video production.
- f) Website design including usability, information architecture, interaction, design, visual design and copy;
- g) Website development including infrastructure, software administration and engineering;
- h) Review of major competitive activities including, without limitation, advertising, direct mail, publications, strategic analysis, website design functionality, partner marketing activities and media coverage;
- i) Assisting in the development and execution of materials associated with special presentations, events and training;
- j) Preparation of project timelines for projects;
- k) Assisting in the development of external non-traditional marketing partnerships;
- l) Assisting in the development of the overall brand and all of its applications;
- m) Providing insight into consumer, advertising and new media/internet trends;
- n) Making timely payment to all persons, firms and corporations supplying goods or services (or both) in connection with plans and/or material;
- o) Administrative and financial management for multi-partnered projects including collection of all revenue and disbursement of funds for the projects, monthly monitoring and reporting of revenue and expenditures, and final reconciliation reports;
- p) Preparation of project estimates and monthly budget control reports;
- q) Ensuring systems and processes are in place to ensure quality control and value for money;

Upon project completion, the Contractor will be required to provide the following to PAB:

- all graphic working files relating to the project, in a PC compatible format;

- all photos, video and HD footage relating to the project; and
- documentation of all usage and image rights agreements negotiated on behalf of PAB.

1.1 CLIENT RELATIONS

Contractors will be expected to be client focused, and demonstrate flexibility in its management approach to work with the client. Contractors will be required to work closely with the client and have a stream-lined approach to client services. Contractors will be required to be flexible in their approach to projects based on the size of the project (For example, how would the agency approach a small, low budget project and contrast that to an extensive campaign involving many marketing channels).

The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver with as little as two hours notice. The Offeror will ensure the availability of experienced resources when and as needed.

1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

The Account Manager will have at least five or more years experience managing:

- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

The Offeror will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Partner & Group Account Director – Ailsa Brown

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact)	
Creative Director or Agency Head	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	
Digital Design Services	
New Media Development	s.21
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000653**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
DOWN OF SERVICES ON A STANDING OFFER

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
25. In order to obtain payment of any fees in respect of the Services, 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 "A".
26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
- (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.

32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".
- 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.
39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.
44. Schedules A, B and C to the Standing Offer are part of this Contract.
45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. In this Contract,
- (a) the words "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 Standing Offer, and
 - (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".
48. You represent and warrant to us that:
- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.



COPY

July 30, 2012

File: 1070-20

Maya Lange
Vice President
Grey Vancouver
1600 – 1500 West Georgia St
Vancouver BC V6G 2Z6

Dear Maya,

Re: Standing Offer Reference Number SO-000652

As outlined in section 1.2 of the Standing Offer, we are pleased to advise that we are extending the Term of the Standing Offer, to end July 31, 2013.

Please review the terms for renewal included in your contract.

If you have any questions, I can be reached at 250 356-7823 or mary.dila@gov.bc.ca.

Yours truly,

Mary Dila
Executive Director
Marketing and Corporate Communications
Government Communications
And Public Engagement



The Best Place on Earth

STANDING OFFER

ADVERTISING SERVICES FOR PUBLIC AFFAIRS BUREAU

STANDING OFFER REFERENCE NUMBER SO-000652

THIS STANDING OFFER is made the 13th day of July, 2010.

Grey Vancouver
1600-1500 West Georgia Street
Vancouver, BC V6G 2Z6
Phone: s.22

(the "Offeror")

HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF [NAME] OF THE GOVERNMENT OF BRITISH COLUMBIA

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - (a) "Contract" means the binding agreement, the terms of which are set out in Schedule "C", entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "B";
 - (b) "Draw-Down-Form" means any form of the Province that lists this Standing Offer Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
 - (c) "Services" means those services described in Schedule "A";
 - (d) "Ministry" means the Province's Ministry of Citizen's Services;
 - (e) "Offeror's Representative" means Maya Lange who is the representative assigned by the Offeror to oversee the Standing Offer;

- (f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (g) "Standing Offer" means the Offeror's offer to supply the Services at the prices set out in Schedule "B"; and
- (h) "Standing Offer Administrator" means **Dawn Stewart**, who is the standing offer administrator assigned to oversee the Standing Offer for the Province.

EXPIRY

- 2. This Standing Offer will expire on **July 31, 2012** unless withdrawn in accordance with paragraph 7. Offerors may be provided an option to renew, at the sole discretion of the Province, for an additional one-year term. Offers will be provided an opportunity to negotiate their rates at this renewal point.

THE STANDING OFFER

- 3. The Offeror understands and agrees that:
 - (a) a Contract is formed on receipt by the Offeror of the Draw Down Form;
 - (b) a Draw Down Form shall form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - (c) the issue and distribution this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - (d) the Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - (e) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - (f) the Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - (g) no change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Province; and
 - (h) the terms and conditions set out in Schedule "C" will apply to each Contract.

-
- 4. If the Province provides a Draw Down Form prior to the expiry of this Standing Offer and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.
-

DRAW DOWN MECHANISM


5. Services may be ordered by other methods other than a Draw Down Form such as telephone or facsimile, but must be confirmed in writing by issuance of a Draw Down Form.
6. Draw Downs against a Standing Offer paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
7. If there is any conflict between the Draw Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

NOTIFICATION OF WITHDRAWAL

8. In the event that the Offeror wishes to withdraw this Standing Offer, the Offeror shall provide no less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
9. The Offeror hereby agrees to fulfil any and all Draw Down Forms which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

SIGNED by the Offeror:

 **TIM JOHNSON**
(PRESIDENT / CEO - Authorized Signatory)
Title

SCHEDULE "A"

SERVICES

Offerors will work with PAB on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Contractor will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

The Contractor will provide, but not be limited to, the following services:

- a) strategic advice and planning;
- b) creative advice and development;
- c) marketing;
- d) promotions;
- e) graphic design;
- f) film production;
- g) video production;
- h) photography;
- i) writing services;
- j) research;
- k) website design;
- l) online marketing;
- m) interactive marketing; and
- n) brand development.

This Standing Offer will initially not cover any areas of business that are already covered by alternate existing contractual agreements; these areas may be included as part of service delivery under this Standing Offer when the existing contracts expire.

The Contractor's responsibilities, relating to a specific project or assignment may include the following as part of service delivery:

- a) Development of the plans, including, without limitation, strategic development, brand stewardship, image/brand advertising and promotion, digital marketing, research and analysis, interactive, web design and development, video, promotions, collateral material, special events, partnership and sponsorship development, and contest administration;

- b) Strategic and issues management advice and counsel;
- c) Assisting in database marketing including, without limitation, consumer data acquisition strategies, database segmentation and data mining;
- d) Planning, creation and preparation of concepts, layouts and copy to be used in the execution of plans;
- e) Development and production of all materials required in the plans, including but limited to: radio/broadcast production, print production, digital advertising production, display/event materials and video production.
- f) Website design including usability, information architecture, interaction, design, visual design and copy;
- g) Website development including infrastructure, software administration and engineering;
- h) Review of major competitive activities including, without limitation, advertising, direct mail, publications, strategic analysis, website design functionality, partner marketing activities and media coverage;
- i) Assisting in the development and execution of materials associated with special presentations, events and training;
- j) Preparation of project timelines for projects;
- k) Assisting in the development of external non-traditional marketing partnerships;
- l) Assisting in the development of the overall brand and all of its applications;
- m) Providing insight into consumer, advertising and new media/internet trends;
- n) Making timely payment to all persons, firms and corporations supplying goods or services (or both) in connection with plans and/or material;
- o) Administrative and financial management for multi-partnered projects including collection of all revenue and disbursement of funds for the projects, monthly monitoring and reporting of revenue and expenditures, and final reconciliation reports;
- p) Preparation of project estimates and monthly budget control reports;
- q) Ensuring systems and processes are in place to ensure quality control and value for money;

Upon project completion, the Contractor will be required to provide the following to PAB:

- all graphic working files relating to the project, in a PC compatible format;

- all photos, video and HD footage relating to the project; and
- documentation of all usage and image rights agreements negotiated on behalf of PAB.

1.1 CLIENT RELATIONS

Contractors will be expected to be client focused, and demonstrate flexibility in its management approach to work with the client. Contractors will be required to work closely with the client and have a stream-lined approach to client services. Contractors will be required to be flexible in their approach to projects based on the size of the project (For example, how would the agency approach a small, low budget project and contrast that to an extensive campaign involving many marketing channels).

The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver with as little as two hours notice. The Offeror will ensure the availability of experienced resources when and as needed.

1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

The Account Manager will have at least five or more years experience managing:

- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

The Offeror will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Account Manager – Maya Lange

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact)	
- Project Management	
Creative Director or Agency Head	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	
Digital Design Services	s.21
New Media Development	
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

* as reflected above, the Offeror will charge a single, blended rate of s.21 for all account/client & creative services on all assignments.

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000652**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
**GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
DOWNS OF SERVICES ON A STANDING OFFER**

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
25. In order to obtain payment of any fees in respect of the Services, 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 "A".
26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
- (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.
32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".
- 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.
-
39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.
-
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.
44. Schedules A, B and C to the Standing Offer are part of this Contract.
45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.
47. In this Contract,
- (a) the words "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 Standing Offer, and
 - (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";
48. You represent and warrant to us that:
- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
 - (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
 - (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
 - (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
 - (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
 - (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
 - (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
 - (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
 - (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
 - (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.
49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.



COPY

July 30, 2012

File: 1070-20

Richard Hadden
President, COO
Cossette Communications Inc.
1085 Homer Street
Vancouver BC V6B 1J4

Dear Richard,

Re: Standing Offer Reference Number SO-000650

As outlined in section 1.2 of the Standing Offer, we are pleased to advise that we are extending the Term of the Standing Offer, to end July 31, 2013.

Please review the terms for renewal included in your contract.

If you have any questions, I can be reached at 250 356-7823 or mary.dila@gov.bc.ca.

Yours truly,

Mary Dila
Executive Director
Marketing and Corporate Communications
Government Communications
And Public Engagement



The Best Place on Earth

STANDING OFFER

ADVERTISING SERVICES FOR PUBLIC AFFAIRS BUREAU

STANDING OFFER REFERENCE NUMBER SO-000650

THIS STANDING OFFER is made the 13th day of July, 2010.

Cossette Communications Inc.
1085 Homer Street
Vancouver, BC V6B 1J4
Phone: s.21

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE
SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF [NAME]
OF THE GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - (a) "Contract" means the binding agreement, the terms of which are set out in Schedule "C", entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "B";
 - (b) "Draw Down Form" means any form of the Province that lists this Standing Offer Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
 - (c) "Services" means those services described in Schedule "A";
 - (d) "Ministry" means the Province's Ministry of **Citizen's Services**;
 - (e) "Offeror's Representative" means **Richard Hadden** who is the representative assigned by the Offeror to oversee the Standing Offer;

- (f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (g) "Standing Offer" means the Offeror's offer to supply the Services at the prices set out in Schedule "B"; and
- (h) "Standing Offer Administrator" means Dawn Stewart, who is the standing offer administrator assigned to oversee the Standing Offer for the Province.

EXPIRY

- 2. This Standing Offer will expire on **July 31, 2012** unless withdrawn in accordance with paragraph 7. Offerers may be provided an option to renew, at the sole discretion of the Province, for an additional one-year term. Offers will be provided an opportunity to negotiate their rates at this renewal point.

THE STANDING OFFER

- 3. The Offeror understands and agrees that:
 - (a) a Contract is formed on receipt by the Offeror of the Draw Down Form;
 - (b) a Draw Down Form shall form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - (c) the issue and distribution this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - (d) the Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - (e) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - (f) the Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - (g) no change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Province; and
 - (h) the terms and conditions set out in Schedule "C" will apply to each Contract.

-
- 4. If the Province provides a Draw Down Form prior to the expiry of this Standing Offer and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.
-

DRAW DOWN MECHANISM

5. Services may be ordered by other methods other than a Draw Down Form such as telephone or facsimile, but must be confirmed in writing by issuance of a Draw Down Form.
6. Draw Downs against a Standing Offer paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
7. If there is any conflict between the Draw Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

NOTIFICATION OF WITHDRAWAL

8. In the event that the Offeror wishes to withdraw this Standing Offer, the Offeror shall provide no less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
9. The Offeror hereby agrees to fulfil any and all Draw Down Forms which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

SIGNED by the Offeror:



President Guarnie - Authorized Signatory)

Title

SCHEDULE "A"

SERVICES

Offerors will work with PAB on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Contractor will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

The Contractor will provide, but not be limited to, the following services:

- a) strategic advice and planning;
- b) creative advice and development;
- c) marketing;
- d) promotions;
- e) graphic design;
- f) film production;
- g) video production;
- h) photography;
- i) writing services;
- j) research;
- k) website design;
- l) online marketing;
- m) interactive marketing; and
- n) brand development.

This Standing Offer will initially not cover any areas of business that are already covered by alternate existing contractual agreements; these areas may be included as part of service delivery under this Standing Offer when the existing contracts expire.

The Contractor's responsibilities, relating to a specific project or assignment may include the following as part of service delivery:

- a) Development of the plans, including, without limitation, strategic development, brand stewardship, image/brand advertising and promotion, digital marketing, research and analysis, interactive, web design and development, video, promotions, collateral material, special events, partnership and sponsorship development, and contest administration;

- b) Strategic and issues management advice and counsel;
- c) Assisting in database marketing including, without limitation, consumer data acquisition strategies, database segmentation and data mining;
- d) Planning, creation and preparation of concepts, layouts and copy to be used in the execution of plans;
- e) Development and production of all materials required in the plans, including but limited to: radio/broadcast production, print production, digital advertising production, display/event materials and video production;
- f) Website design including usability, information architecture, interaction, design, visual design and copy;
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- h) Review of major competitive activities including, without limitation, advertising, direct mail, publications, strategic analysis, website design functionality, partner marketing activities and media coverage;
- i) Assisting in the development and execution of materials associated with special presentations, events and training;
- j) Preparation of project timelines for projects;
- k) Assisting in the development of external non-traditional marketing partnerships;
- l) Assisting in the development of the overall brand and all of its applications;
- m) Providing insight into consumer, advertising and new media/internet trends;
- n) Making timely payment to all persons, firms and corporations supplying goods or services (or both) in connection with plans and/or material;
- o) Administrative and financial management for multi-partnered projects including collection of all revenue and disbursement of funds for the projects, monthly monitoring and reporting of revenue and expenditures, and final reconciliation reports;
- p) Preparation of project estimates and monthly budget control reports;
- q) Ensuring systems and processes are in place to ensure quality control and value for money;

Upon project completion, the Contractor will be required to provide the following to PAB:

- all graphic working files relating to the project, in a PC compatible format;

- all photos, video and HD footage relating to the project; and
- documentation of all usage and image rights agreements negotiated on behalf of PAB.

1.1 CLIENT RELATIONS

Contractors will be expected to be client focused, and demonstrate flexibility in its management approach to work with the client. Contractors will be required to work closely with the client and have a stream-lined approach to client services. Contractors will be required to be flexible in their approach to projects based on the size of the project (For example, how would the agency approach a small, low budget project and contrast that to an extensive campaign involving many marketing channels).

The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver with as little as two hours notice. The Offeror will ensure the availability of experienced resources when and as needed.

1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

The Account Manager will have at least five or more years experience managing:

- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

The Offeror will have a contingency plan to be implemented in the event that the Account Manager becomes unexpectedly unavailable.

NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Account Manager – Lisa Dooling

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact) - Project Management	
Account Services (Primary point of contact) - Account Lead	
Creative Director or Agency Head	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	
Digital Design Services	s.21
New Media Development	
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000650**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
DOWN OF SERVICES ON A STANDING OFFER

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

CONTRACTOR'S OBLIGATIONS

1. You must provide the services described in Schedule "A" (the "Services") to the Standing Offer in accordance with the Terms and Conditions. You must provide the Services for the period of time described in the Draw Down (the "Term").
2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities, and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
25. In order to obtain payment of any fees in respect of the Services, 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 "A".
26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
- (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.
32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
- (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".
- 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.
-
- ~~39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.~~
-
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.

44. Schedules A, B and C to the Standing Offer are part of this Contract.

45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

47. In this Contract,

- (a) the words "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 Standing Offer, and
- (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".

48. You represent and warrant to us that:

- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
- (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
- (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
- (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
- (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
- (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
- (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.



COPY

July 30, 2012

File: 1070-20

Frank Palmer
Chairman and CEO
DDB Canada
1085 Homer Street, 5th floor
Vancouver BC V6B 1J4

Dear Frank,

Re: Standing Offer Reference Number SO-000651

As outlined in section 1.2 of the Standing Offer, we are pleased to advise that we are extending the Term of the Standing Offer, to end July 31, 2013.

Please review the terms for renewal included in your contract.

If you have any questions, I can be reached at 250 356-7823 or mary.dila@gov.bc.ca.

Yours truly,

Mary Dila
Executive Director
Marketing and Corporate Communications
Government Communications
And Public Engagement



**BRITISH
COLUMBIA**

The Best Place on Earth

STANDING OFFER

**ADVERTISING SERVICES
FOR
PUBLIC AFFAIRS BUREAU**

STANDING OFFER REFERENCE NUMBER SO-000651

THIS STANDING OFFER is made the 13th day of July, 2010.

**DDB Canada
1600-777 Hornby Street
Vancouver, BC V6Z 2T3
Phone: (604) 687-7911**

(the "Offeror")

**HEREBY OFFERS TO SUPPLY, AS, IF AND WHEN REQUESTED, THE
SERVICES DESCRIBED IN SCHEDULE "A", TO THE MINISTRY OF [NAME]
OF THE GOVERNMENT OF BRITISH COLUMBIA**

THE OFFER IS AS FOLLOWS:

DEFINITIONS

1. In this Standing Offer:
 - (a) "Contract" means the binding agreement, the terms of which are set out in Schedule "C", entered into by the Offeror and the Province, which enables the Province to acquire the Services set out in the Draw Down Form for the Prices set out in Schedule "B";
 - (b) "Draw Down Form" means any form of the Province that lists this Standing Offer Reference Number and the Services set out in Schedule "A" and is sent to the Offeror;
 - (c) "Services" means those services described in Schedule "A";
 - (d) "Ministry" means the Province's Ministry of **Citizen's Services**;
 - (e) "Offeror's Representative" means **Frank Palmer** who is the representative assigned by the Offeror to oversee the Standing Offer;

- (f) "Province" means Her Majesty the Queen in Right of the Province of British Columbia;
- (g) "Standing Offer" means the Offeror's offer to supply the Services at the prices set out in Schedule "B"; and
- (h) "Standing Offer Administrator" means **Dawn Stewart**, who is the standing offer administrator assigned to oversee the Standing Offer for the Province.

EXPIRY

- 2. This Standing Offer will expire on **July 31, 2012** unless withdrawn in accordance with paragraph 7. Offerers may be provided an option to renew, at the sole discretion of the Province, for an additional one-year term. Offers will be provided an opportunity to negotiate their rates at this renewal point.

THE STANDING OFFER

- 3. The Offeror understands and agrees that:
 - (a) a Contract is formed on receipt by the Offeror of the Draw Down Form;
 - (b) a Draw Down Form shall form a Contract only for those Services which have been drawn down, provided always that such draw-down is made in accordance with the provisions of this Standing Offer;
 - (c) the issue and distribution this Standing Offer does not oblige the Province to authorize or order all or any of the Services, described in this Standing Offer;
 - (d) the Province's liability shall be limited to that which arises from a Contract, made prior to the expiry date described in paragraph 2;
 - (e) the Province reserves the right to procure the specified Services by any other means it deems necessary including the use of other contracts, standing offers, or by other contracting methods;
 - (f) the Province reserves the right to set aside this Standing Offer, for whatever reason, and not make it available for any Draw Downs;
 - (g) no change to this Standing Offer will be valid unless it is by way of an addendum signed by both the Offeror and the Province; and
 - (h) the terms and conditions set out in Schedule "C" will apply to each Contract.

-
- 4. If the Province provides a Draw Down Form prior to the expiry of this Standing Offer and receives the Services, then the Province will pay to the Offeror amounts payable as described in Schedule "B" to this Standing Offer.

DRAW DOWN MECHANISM

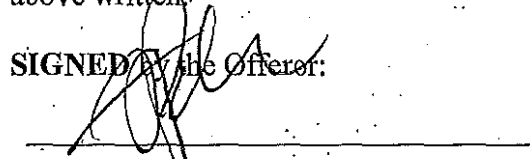
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6. Draw Downs against a Standing Offer paid for with the Province's acquisition card will be accorded the same prices and terms and conditions as any other draw-down.
7. If there is any conflict between the Draw Down Form and this Standing Offer, the provisions specifically set out in this Standing Offer will prevail and all else will be as if not written.

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8. In the event that the Offeror wishes to withdraw this Standing Offer, the Offeror shall provide no less than thirty (30) days' written notice to the Standing Offer Administrator and such withdrawal of Standing Offer shall not be effective until receipt of such notification by the Standing Offer Administrator and the expiry of such notice period.
9. The Offeror hereby agrees to fulfil any and all Draw Down Forms which may be made before the expiry of such notice period.

IN WITNESS WHEREOF the undersigned extends this Standing Offer on the date first above written.

SIGNED By the Offeror:



(Chairman & CEO) - Authorized Signatory
Title

SCHEDULE "A"

SERVICES

Offerors will work with PAB on an as, if and when requested basis on specific projects, building upon communications planning and activities undertaken to date. In addition to any focussed project, the Contractor will also provide creative planning, support and services on an as-needed basis, for all communications activities relating to the strategic priorities of the applicable assignment.

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-
- p) Preparation of project estimates and monthly budget control reports;
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- q) Ensuring systems and processes are in place to ensure quality control and value for money;

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The Contractor will occasionally be expected to attend meetings in Victoria and/or Vancouver with as little as two hours notice. The Offeror will ensure the availability of experienced resources when and as needed.

1.2 KEY PERSONNEL

The Account Manager will have overall responsibility for the Contract, the authority required to make decisions regarding service delivery, and will be PAB's contact for day-to-day activities of the Contract. The Account Manager will be easily accessible to PAB to resolve issues that may arise during the term of the Contract.

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- contracts for public sector and/or corporate clients;
- province-wide advertising campaigns; and
- multi-media campaigns.

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NOTE: PAB expects that the individuals named to this section will be available for the term of the Standing Offer. Any substitutions to key personnel must be approved by PAB, and will be required to be equally qualified, as determined by PAB. Changes in key personnel will however not require an amendment to this Agreement.

Named Key Personnel

Account Manager – Karen Martin

SCHEDULE "B"

PRICING

SERVICES	HOURLY RATE
CLIENT SERVICES	
Account Services (Primary day to day contact) - Project Management	
Account Services (Primary point of contact) - Account Executive	
Creative Director or Agency Head	
Senior Account Manager	
CREATIVE SERVICES	
Art/Creative Direction	
Copy Writing Services	
Broadcast Development	s.21
Digital Design Services	
New Media Development	
Promotional Planning Services	
Research/Strategic Planning Services	
PRODUCTION SERVICES	
Print Production	
Broadcast Production	
Digital/Online Production	
Promotional Executions	

SCHEDULE "C"
PROVINCE'S REPRESENTATIVE

PROVINCE'S SO CONTACTS

1. For further information or clarification regarding **SO-000651**

Administration:

Dawn Stewart

Email: Dawn.Stewart@gov.bc.ca

Phone: (250) 356-8595

SCHEDULE "D"
GENERAL TERMS AND CONDITIONS THAT APPLY TO DRAW
DOWNS OF SERVICES ON A STANDING OFFER

The terms and conditions contained in Schedule A, B, C and this Schedule D will constitute the full and complete agreement (the "Contract") between the parties, subject to any Supplemental Agreement between the parties. In this Schedule D, "you" means the Offeror who is in receipt of a Draw Down and "we" means the Province or a Public Sector Entity that has issued a Draw Down. All other capitalized terms will have the meaning set out in the Definition section of the Standing Offer.

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2. You must supply and pay for all labour, materials, facilities, approvals and licenses necessary or advisable to perform your obligations under these terms and conditions.
3. 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 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 sub-contractor 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 the Services, in form and content and for a period satisfactory to us.
8. You must permit us upon reasonable notice and at 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 providing the Services, are
 - (a) produced by you or a sub-contractor (the "Produced Material", which includes any material in existence prior to the start of the Term or developed independently of this Standing Offer, and that is incorporated or embedded in the Produced Material by you or a Sub-Contractor (the "Incorporated Material")), or
 - (b) received by you or a Sub-Contractor from us or any other person (the "Received Material").

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 not permit its disclosure without our prior written consent except as required to perform your obligations in respect of the Services or to comply with applicable law, including the *Freedom of Information and Protection of Privacy Act*.
10. You must make reasonable security arrangements to protect the Material from unauthorized use, disclosure or disposal.
11. If you receive a request for access to any of the Material from a person other than us, 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 sub-contractor (or its employees) may have in the Produced Material, and confirming the vesting of the copyright in the Produced Material, other than any Incorporated Material, in us.

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 maintain and pay for insurance on the terms, including form, amounts, and deductibles, if any, as modified from time to time in accordance with our direction, as follows. You will, without limiting your obligations or liabilities and at your own expense, provide and maintain throughout the Term, Comprehensive General Liability in an amount not less than \$2,000,000 inclusive per occurrence insuring against bodily injury, personal injury and property damage and including liability assumed under arrangement with insurers licensed in the province of British Columbia and in the forms and amounts acceptable to the Province. All required insurance must be endorsed to provide the Province with 30 days advance written notice of cancellation or material change.
16. You must apply for and, immediately on receipt, remit to us any refund or remission, if any, 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 Contract.
17. You must comply with all applicable laws.
18. 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 the Term 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 sub-contractors in providing the Services.
19. You must not assign any of your rights under this Contract without our prior written consent.
20. You must not sub-contract any of your obligations under this Contract other than to persons listed in Schedule B without our prior written consent. No sub-contract, whether consented to or not, relieves you from any obligations under this Contract. You must ensure that any sub-contractor you retain fully complies with this Contract in performing the sub-contracted obligations.
21. 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 Contract.
22. You must not do anything that would result in personnel hired by you or a sub-contractor being considered our employees.
23. You must not commit or purport to commit us to pay any money unless specifically authorized by this Contract.

PAYMENT

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24. If you comply with this Contract and deliver the Services as requested in accordance with the Terms and Conditions, we must pay you the fees described in Schedule "A" and any expenses that are necessarily incurred in providing the Services, if supported by proper receipts.
 25. In order to obtain payment of any fees in respect of the Services, 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 "A".
 26. 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.

27. 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.
28. Unless otherwise specified, all references to money are to Canadian dollars.
29. We certify to you that should the Services purchased be paid for directly by the Province that they are for the Province's use and are being purchased by the Province with Crown funds and are therefore subject to applicable taxes. The Province of British Columbia is subject to the Harmonized Sales Tax effective July 1, 2010. Supplier invoices should include the HST where applicable.
30. If you are not a resident in Canada, we may be required by law to withhold income tax from the fees described in Schedule "A" and then to remit that tax to the Receiver General of Canada on your behalf.

TERMINATION

31. We may terminate the Services
 - (a) for your failure to comply with the Terms and Conditions, 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 the Services 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 Contract.
32. If you fail to comply with this Contract, we may terminate the Services and pursue other remedies as well.

GENERAL

33. You are an independent Contractor and not our employee, agent, or partner.
34. We must make available to you all information in our possession which we consider pertinent to your performance of the Services.
36. This Contract is governed by and are to be construed in accordance with the laws of British Columbia.
37. Time is of the essence in this Contract.
38. Any notice contemplated by this Contract, to be effective, must be in writing and either
 - (a) sent by fax to the addressee's fax number specified in Schedule "B", or
 - (b) delivered by hand to the addressee's address specified in Schedule "B", or
 - (c) mailed by prepaid registered mail to the addressee's address specified in Schedule "B".

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.
39. A waiver of any of the Terms and Conditions or of any breach by you of this Contract 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.
40. No modification of this Contract is effective unless it is in writing and signed by the parties.
41. This Contract and any modification of it constitutes the entire agreement between the parties as to performance of the Services.
42. All disputes arising out of or in connection with this Contract 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*.

43. Sections 6 to 15, 17, 19, 27, 28, 31 to 33 and 43 continue in force indefinitely, even after this Contract ends.

44. Schedules A, B and C to the Standing Offer are part of this Contract.

45. This Contract 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 Contract is to be construed as interfering with the exercise by the Province or its agencies of any statutory power or duty.

47. In this Contract,

- (a) the words "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 Standing Offer, and
- (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".

48. You represent and warrant to us that:

- (a) you are a corporation, duly organized, validly existing and having the legal capacity to carry on business in British Columbia and are fully legally authorized, licensed and permitted to provide the Services;
- (b) you have the power and capacity to enter into this Contract and to comply with each and every Term and Condition;
- (c) all necessary proceedings have been taken to authorize the execution and delivery by you of this Contract;
- (d) all statements, representations or information, whether oral or written, made, furnished or given by you, your directors, officers or anyone acting on your behalf, to us, in connection with this Contract are materially correct and accurate;
- (e) you have no knowledge of any fact that materially adversely affects or, so far as you can foresee, might materially adversely affect your condition or your ability to fulfil your obligations under this Contract;
- (f) you are neither a party to nor threatened with any litigation and have no knowledge of any claims against you that would materially adversely affect your financial condition or your ability to fulfil your obligations under this Contract;
- (g) you have filed all tax, corporate information, and other returns required to be filed by the laws of British Columbia and Canada, have complied with all workers compensation legislation and other similar legislation to which you are subject, and have paid all taxes, fees, and assessments due as of the date of this Contract;
- (h) you are not in breach of any law, statute, regulation, or by-law applicable to your operations;
- (i) you hold all permits, licenses, consents, and authorities issued by any level of government or any agency of government, that are required by law to conduct your business; and
- (j) you have, and will provide and maintain throughout the term of this Contract, sufficient staff, servants, employees, Sub-Contractors, materials and appropriate resources in place and available to you to fully perform and provide your obligations under this Contract in a proper and timely manner.

49. All representations, warranties, covenants and arrangements made in this Contract are material and we have relied upon them, notwithstanding any prior or subsequent investigation by us.