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CONTRACT APPROVAL

CONTRACT AMENDMENT APPROVAL



2459

MINISTRY OF ADVANCED EDUCATION, SKILLS AND TRAINING

Amendment #

PART 1:			
Division: Labour Market and Information	Branch: Sector and Project Based Programs	Director: Shannon Renault	CLIFF No.:
Contract No.: C18LMP018		Contractor Name: Deetken Enterprises Inc.	
Term From: Sept. 11/17	Term To: Dec. 19/17	Extended to (if applicable):	

PART 2:					
Fiscal Year: 17/18	Total (\$): 40,000	Fiscal Year:	Total (\$):	Fiscal Year:	Total (\$):
	ORIGINAL CONTRACT (\$)		AMENDMENT (\$)		REVISED TOTAL (\$)
Fees	\$40,000.00		\$ 0.00		\$0.00
Expenses	\$ 0.00		\$ 0.00		\$0.00
Total	\$40,000.00		\$0.00		\$0.00
ACCOUNT CODING	RESP	SERVICE LINE	STOB	PROJECT	
Fees	11973	11855	8001	111LMPP	
Expenses					
TYPE OF COMPETITION (see page 2 for explanation)					
<input type="checkbox"/> Direct Award	<input type="checkbox"/> RFP	<input type="checkbox"/> ITQ	<input type="checkbox"/> ITT	<input type="checkbox"/> NOI	<input checked="" type="checkbox"/> Other SFRFP
Purpose of Contract: The purpose of the Project is to inform the Ministry's strategic approaches to addressing workforce development challenges within sectors and across sectors and to guide continuous improvement of the LMP program.					
Link to Service Plan:					

PART 3:	
AGREEMENT ON INTERNAL TRADE (AIT) PROCESS (Trade Agreement Code)	
<input type="checkbox"/> 100 = Purchase Subject to the AIT (all service contracts > \$75,000) <input type="checkbox"/> 200 = Purchase Below Applicable AIT Threshold (all service contracts < \$75,000) <input checked="" type="checkbox"/> 300 = Purchase of an Exempted Commodity/Service (e.g. grants, agreements, secondment agreements, ministerial appointees, appointees to committees, or as recommended by FAB)	<input type="checkbox"/> 400 = AIT Excluded – Emergency <input type="checkbox"/> 500 = AIT Excluded – Security, Order, etc. <input type="checkbox"/> 600 = AIT Excluded – Product Compatibility or Exclusive Rights <input type="checkbox"/> 700 = AIT Excluded – Procurement of Prototype <input type="checkbox"/> 800 = AIT Excluded – Regional / Economic Development
TYPE OF CONTRACT (PO Class)	
<input checked="" type="checkbox"/> A = Transfer Under Agreement (TUA) <input type="checkbox"/> C = Services <input type="checkbox"/> C = Systems Related <input type="checkbox"/> C = Memorandum of Understanding (Interagency Agreement)	<input type="checkbox"/> C = Custom Contract (approved by FAB and Legal Services Branch) <input type="checkbox"/> G = Grant (Letter of Award) <input type="checkbox"/> Other (please specify)

PART 4:**BIDDING INFORMATION SHEET / FILE INFORMATION (Procurement Process)***A Bidding Information Sheet is required for every contract. Please complete fully.*

A. METHODS OF SOLICITATION <i>(Tick field after printing or insert date, where appropriate)</i>	CAS DFF CODE
1. OPEN COMPETITIVE PROCESS	100 <input checked="" type="checkbox"/>
1.1. (ITQ) Invitation To Quote: <input type="checkbox"/>	
1.2. (ITT) Invitation to Tender: <input type="checkbox"/>	
1.3. (RFP) Request For Proposal (written only) <input checked="" type="checkbox"/> SFRFP	
2. (NOI) NOTICE OF INTENT - posted on BC Bid from <u>Choose Date</u> To <u>Choose Date</u> . Mandatory if DIRECTED because only one Contractor is qualified and contract is > \$50,000	205 <input type="checkbox"/>
3. OTHER - e.g. Selected Vendor from Pre-Qualified Bidders List (established through the use of a CSA, Request for Qualifications or Competition among vendors for a Pre-Qualified Bidders List/Request for Information, 3 quotes, etc.) <i>Describe method in Box C below</i>	400 <input type="checkbox"/> 401 <input type="checkbox"/>
4. DIRECT AWARD - The five categories below are the Core Policy requirements for direct award. If you direct a contract outside of these categories, please provide your reasons in Box C below <i>(See Core Policy Manual Chapter 5 for full descriptions)</i>	
4.1. The contract is with another government organization (e.g. PSI, school district)	200 <input type="checkbox"/>
4.2. The ministry can strictly prove that only one contractor is qualified (Also see NOI mandatory note above and provide your justification in Box C below)	201 <input type="checkbox"/>
4.3. An unforeseeable emergency exists	202 <input type="checkbox"/>
4.4. A competitive process would interfere with a ministry's ability to maintain security or order, or to protect human, animal or plant life or health	203 <input type="checkbox"/>
4.5. The acquisition is of a confidential or privileged nature	204 <input type="checkbox"/>
DIRECT AWARD - Where none of the above categories are appropriate and the total value is less than \$25,000	207 <input type="checkbox"/>
DIRECT AWARD - No justification	206 <input type="checkbox"/>

DIRECT AWARDS are proactively disclosed to the general public via the Government's Open information website. Please provide a brief description of services for publication:

B. QUOTES / PROPOSAL INFORMATION FOR THIS CONTRACT

- State names of all suppliers invited to quote or propose.
- Indicate, by using "R", if quote / proposal was received (this information is required even if award was "Direct").
- Indicate why a supplier who bid was not successful (e.g. price, quality, availability, etc.).

SUPPLIER NAME	"R" OR BLANK	REASON UNSUCCESSFUL

C. EXPLANATIONS**D. CONTRACT / FILE INFORMATION**

Originator's Name and Phone Number: Sherry Caven 250 387-7958

Contract Manager's Name and Phone Number: Philip Evans 250 216-8023

Office Where File is Available for Audit or Review: 1106 Cook Street

File Name:

File Number:

PART 5:**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Under the FOIPPA legislation, if there is a reasonable chance that any of the contracted resources (Contractors) will access personal information under AVED's control, please check here.



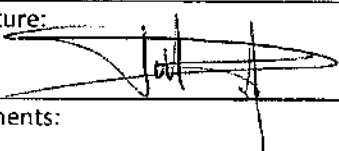
If you are unsure, please contact David Malcolm, Ministry Privacy Officer.

PART 6:**APPROVAL REQUIREMENTS**

Corporate Finance, EFO and/or CIO approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

Contract Administrator (Corporate Finance):

Signature:



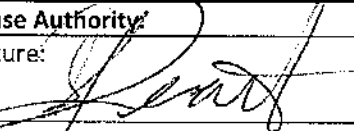
Date:

07 September 2017

Comments:

Expense Authority:

Signature:



Date:

Sept 7/17

Comments:

Chief Information Officer: All Information Services Contracts (STOB 63)

Signature:

Date:

Comments:


Division Assistant Deputy Minister:

Signature:



Date:

Sept 14, 2017

This contract has been reviewed to ensure services cannot be performed by an employee:  (ADIM to initial)

Comments:

Executive Financial Officer: All Contracts

Signature:

Date:

Comments:

Deputy Minister: When Required

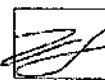
Signature:

Date:

Comments:

Updated: August 25, 2017

Future version need to be clear that services are for industry



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**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ADVANCED EDUCATION, SKILLS AND TRAINING**

SHARED COST ARRANGEMENT

THIS SHARED COST ARRANGEMENT (the "**Agreement**") dated for reference the 11th day of September 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA,
represented by the Minister of Jobs, Tourism and Skills Training

(the "**Province**")

OF THE FIRST PART

AND:

Deetken Enterprises Inc.
501-1755 West Broadway, Vancouver, BC V6J 4S5

(the "**Recipient**")

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 – DEFINITIONS

1.01 In addition to other words and phrases defined herein, in this Agreement and any Schedules attached hereto, unless the context requires otherwise, the following definitions apply:

- (a) "**Business Day**" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "**LMDA**" means the Canada-British Columbia Labour Market Development Agreement signed on February 20, 2008 and amended by an Omnibus Amending Agreement signed on April 9, 2009, between the Province and the Government of Canada;
- (c) "**Sector LMP Program**" means the Labour Market Partnership Program operated by the Province in relation to the LMMA;
- (d) "**Material**" means any and all findings, data, specifications, working papers, reports, surveys, spread sheets, evaluations, documents, data, databases, curricula and training or other materials, both printed and electronic, whether complete or not, that are produced, received, compiled or otherwise acquired by the Recipient or a Subcontractor as a direct result of this Agreement;
- (e) "**Project**" means the project described in Schedule "A", in relation to which the Recipient is being retained to provide the Services under this Agreement, and which is funded through the Sector LMP Program;
- (f) "**Province Contribution**" means the total aggregate amount of funds payable by the Province to the Recipient under this Agreement, as described in Schedule "B";

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- (g) **"Received Materials"** means any records, software, information and any other material, whether complete or not, that, as a result of this Agreement, are received by the Recipient or any Subcontractor from the Province;
- (h) **"Sector Contribution"** means any in-kind services or cash funds to be contributed toward the Project by the Recipient and/or the applicable sector, as more particularly described in Schedule "B";
- (i) **"Services"** means all of the services to be performed by or on behalf of the Recipient under this Agreement as more particularly described in Schedule "A";
- (j) **"Subcontractor"** means
 - (A) any person retained by the Recipient to perform obligations under this Agreement; and
 - (B) any person retained by a person described in subparagraph (A) to perform those obligations
- (k) **"Term"** means the term of this Agreement described in Schedule "A" subject to that term ending earlier in accordance with this Agreement.

SECTION 2 – APPOINTMENT AND PROVINCE CONTRIBUTION

- 2.01** The Province retains the Recipient to provide the Services during the Term.
- 2.02** Subject to the provisions of this Agreement, the Province will provide the Province Contribution to the Recipient, in the amounts and manner and at the times set out in Schedule "B". The Province is not obliged to provide more than the maximum amount specified in Schedule "B" on account of the Province Contribution.
- 2.03** Notwithstanding any other provision of this Agreement, the obligation of the Province to provide the Province Contribution to the Recipient pursuant to this Agreement is subject to:
 - (a) the Financial Administration Act (the "FAA"), which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which such payment becomes due; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in sub-paragraph (a) of this paragraph.
- 2.04** In order to receive payment of the Province Contribution, the Recipient must comply with this Agreement, including by submitting all reports and invoices as may be required by the Province.
- 2.05** The Province may withhold from any payment due to the Recipient, including any portion of the Province Contribution, an amount sufficient to indemnify the Province against any liens or other third party claims that arise in connection with the provision of the Services.
- 2.06** Unless otherwise specified in this Agreement, all references to money are in Canadian dollars.

SECTION 3 – REPRESENTATIONS AND WARRANTIES

- 3.01** The Recipient represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - (a) all information, statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are, and will remain, true and correct;

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- (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfil its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations; and
 - (d) it has the legal capacity to enter into this Agreement and to carry out the transactions, provide the Services and grant any licenses contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Recipient, and this Agreement has been legally and properly executed by the Recipient and is legally binding upon and enforceable against it.
- 3.02** All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Recipient to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Recipient under this Agreement.
- 3.03** All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Recipient are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 4 – RELATIONSHIP

- 4.01** No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 4.02** The Recipient is not the servant, employee or agent of the Province.
- 4.03** The Recipient must not, in any manner whatsoever, commit or purport to commit the Province to pay any money without the prior written consent of the Province.
- 4.04** The Province may, from time to time, give instructions to the Recipient (in writing or otherwise) as to the provision of the Services, and the Recipient must comply with those instructions but, unless otherwise specified in this Agreement, the Recipient may determine the manner in which those instructions are carried out.

SECTION 5 – RECIPIENT'S OBLIGATIONS

- 5.01** The Recipient must:
- (a) provide the Services in accordance with this Agreement and, regardless of the date of execution or delivery of this Agreement, during the Term;
 - (b) comply with all applicable laws;
 - (c) fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement;
 - (d) ensure that all persons employed or retained to provide the Services are qualified and competent to provide them;
 - (e) unless the parties otherwise agree in writing, supply or obtain, at its own cost, all labour, materials, approvals, consents, authorizations, releases and licenses necessary or advisable to perform the Recipient's obligations under this Agreement, including to grant to the Province the licenses described in paragraph 15.03; and

- (g) comply with the Marketing, Publicity and Communications Guidelines attached as Schedule "D", as may be amended by the Province in its sole discretion from time to time, including without limitation in relation to:
 - (i) the making of any public announcements regarding the Services and the details of this Agreement, and
 - (ii) the Recipient's acknowledgment of the financial contribution made to the Recipient by the Province and the Government of Canada under the LMDA.

5.02 Without limiting the generality of paragraph 14.03, the Recipient must ensure that any Subcontractor complies with all of the obligations set out in paragraph 5.01, to the extent that they apply to the Services provided by such Subcontractor.

SECTION 6 – RECORDS AND AUDIT

6.01 The Recipient must:

- (a) establish and maintain complete and accurate accounting and administrative records with respect to the Project, the application and use of the Province Contribution and the Sector Contribution and its provision of the Services (including expenses incurred), in form and content satisfactory to the Province;
- (b) permit the Province, for contract monitoring and audit purposes during normal business hours, to enter any premises used by the Recipient or any Subcontractor to provide the Services or used to keep any documents or records pertaining to the provision of the Services, in order for the Province to copy or audit, or both, any or all of the books of account and other records (including original supporting documents) referred to in subparagraph (a);
- (c) if a request for access to any of the Received Materials is received by the Recipient from a person other than the Province, and this Agreement does not require or authorize the Recipient to provide that access, or the Recipient is not otherwise required by law to provide the access, advise the person to make the request to the Province;
- (d) keep all Received Materials segregated from other documents to the extent it is practical to do so, safeguard them and not permit their disposition or destruction without the prior written consent of the Province except as required by applicable law, including the Document Disposal Act;
- (f) at the end of the Agreement or if the Recipient is unable to fulfil the terms of this Agreement for any reason, immediately return all Received Materials to the Province by a secure means of shipment; and
- (g) record and report statistics and other data in connection with the provision of the Services, as identified in this Agreement or otherwise requested by the Province, in form and content satisfactory to the Province.

6.02 The Recipient must not, without the express written consent of the Province, dispose of any time records, books of account, invoices, receipts or vouchers relevant to this Agreement before the seventh anniversary of the end of the Term.

6.03 Without limiting the generality of paragraph 14.03, the Recipient must ensure that any Subcontractor complies with all of the obligations set out in paragraphs 6.01 and 6.02, to the extent that they apply to the Services provided by such Subcontractor.

SECTION 7 – STATEMENTS AND ACCOUNTING

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7.01 The Recipient must provide to the Province:

- (a) within 30 days of being requested to do so by the Province (but no later than the seventh anniversary of the end of the Term), a statement documenting the actual costs of providing the Services, including, if any Sector Contribution is to be applied to the Services under Schedule "B", a description of such application and the percentage of the total cash costs of such Services represented by both the Sector Contribution and the applicable portion of the Province Contribution, in form and content satisfactory to the Province; and
- (b) within three (3) months of being requested to do so by the Province (but no later than the seventh anniversary of the end of the Term), any audited financial statements prepared by a recognized accounting firm relating to any part of this Agreement.

7.02 If the Recipient does not have audited financial statements prepared annually, the Recipient must, at the Province's request, have a recognized accounting firm prepare audited financial statements relating to any part of this Agreement in order to comply with its obligation under paragraph 7.01(b).

SECTION 8 – CONFLICT OF INTEREST

8.01 The Recipient must not, during the Term, enter into a subcontract with, perform a service for or provide advice to any person, or entity where such subcontract, the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict, or a perceived conflict, of interest between the obligations of the Recipient to the Province under this Agreement and the relationship with or the obligations of the Recipient to such other person or entity.

SECTION 9 – CONFIDENTIALITY

9.01 The Recipient will treat, and will cause any Subcontractor to treat, the Materials, this Agreement and any other information which comes to its knowledge as a result of this Agreement as confidential, except where use or disclosure is necessary for the Recipient to fulfil its obligations under this Agreement or as required by law.

SECTION 10 – EVENT OF DEFAULT

10.01 Any of the following events will constitute an "Event of Default":

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in, or in connection with, this Agreement is or becomes untrue or incorrect;
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Recipient pursuant to or as a result of this Agreement is or becomes untrue or incorrect;
- (d) the Recipient ceases, in the opinion of the Province, to operate;
- (e) a change occurs with respect to any one or more of the properties, assets, condition (financial or otherwise), business or operations of the Recipient which, in the opinion of the Province, materially adversely affects the ability of the Recipient to fulfil its obligations under this Agreement;
- (f) an order is made, a resolution is passed or a petition is filed, for the Recipient's liquidation or winding up;

- (g) the Recipient commits an act of bankruptcy, makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by, the Recipient;
- (i) a compromise or arrangement is proposed in respect of the Recipient under the Companies' Creditors Arrangement Act (Canada);
- (j) a receiver or receiver-manager is appointed for any of the Recipient's property; or
- (k) the Recipient permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 11 – TERMINATION AND SCALING BACK

- 11.01** Upon the occurrence of any Event of Default or at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:
- (a) by written notice to the Recipient, terminate this Agreement with immediate effect or on a future date specified in the notice;
 - (b) by written notice to the Recipient, require that the Event of Default be remedied within a time period specified in the notice;
 - (c) take any action described in paragraph 16.03;
 - (d) waive the Event of Default; or
 - (e) pursue any other remedy available to it at law or in equity.
- 11.02** No failure of delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.
- 11.03** The Province may also, at its option, terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the Recipient.
- 11.04** If the Recipient wishes to terminate this Agreement for any reason, it must provide no less than 30 days' written notice to the Province, and such termination will be effective only on a date and upon terms agreed to in writing by both parties.
- 11.05** If at any time the overall Sector LMP Program funding is reduced for any reason, or the Province otherwise deems it to be appropriate in the circumstances, including to support a redistribution of Sector LMP Program funding, the Province may request that the Recipient submit a proposal for the scaling back of the scope of the Services or make any other reasonable accommodations as may be proposed by the Province (the "**Scaling Back**") and the parties must, in good faith, work towards reaching a mutually agreeable Scaling Back and, if agreement is reached, document the Scaling Back by way of an amendment to this Agreement.
- 11.06** If the Recipient is unable or unwilling to submit a Scaling Back proposal or if the parties are unable to reach a mutually agreeable Scaling Back in a reasonable period of time, the Recipient may terminate this Agreement by giving at least 30 days' written notice of termination to the Province.
- 11.07** Where this Agreement is terminated before 100% completion of the Services, the Province must, subject to paragraph 16.03, pay to the Recipient that portion of the Province Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

- 11.08** The payment by the Province of the amount described in paragraph 11.07 discharges the Province from all liability to the Recipient under this Agreement.

SECTION 12 – DISPUTE RESOLUTION

- 12.01** All disputes arising out of or in connection with this Agreement must be referred to and finally resolved by arbitration pursuant to the Arbitration Act.
- 12.02** The place of arbitration will be Victoria, British Columbia, unless otherwise agreed by the parties in writing.

SECTION 13 – INSURANCE, INDEMNITY AND WORKERS' COMPENSATION

- 13.01** The Recipient must comply with the Insurance Schedule attached as Schedule "C", which may be amended from time to time at the sole discretion of the Province, and notification provided to the Recipient as per 17.02.
- 13.02** Without limiting the generality of paragraph 5.01(c), the Recipient must comply with all occupational health and safety laws in relation to the provision of the Services under this Agreement, including the Workers' Compensation Act.
- 13.03** The Recipient must indemnify and save harmless the Province and the Province's employees and agents, from and against any and all losses, claims (including any claim of infringement of third-party intellectual property rights), damage awards, actions, causes of action, costs and expenses that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by:
- (a) any act or omission of the Recipient, or of the Recipient's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Recipient being or becoming untrue or incorrect.

SECTION 14 – ASSIGNMENT AND SUBCONTRACTING

- 14.01** The Recipient must not, without the prior written consent of the Province,
- (a) assign, either directly or indirectly, this Agreement or any right or obligation of the Recipient under this Agreement; or
 - (b) subcontract any of the Recipient's obligations under this Agreement to any person, excepting persons listed in the attached Schedule "E", or with the prior written approval of the Province.
- 14.02** No subcontract, whether consented to or not, relieves the Recipient from any obligations under this Agreement or imposes upon the Province any obligation or liability arising from any such subcontract.
- 14.03** The Recipient must ensure that any Subcontractor fully complies with this Agreement in performing the subcontracted obligations.
- 14.04** This Agreement will be binding upon the Province and its assigns and the Recipient and its successors and permitted assigns.

SECTION 15 – OWNERSHIP AND LICENSING

- 15.01** Except for any Received Materials, the Material is the exclusive property of the Recipient. Sector LMP Program, Agreement C18LMP018

- 15.02** The Province acknowledges and agrees that the Recipient owns all present and future proprietary rights, including copyright, in the Material, except for the Received Materials.
- 15.03** The Recipient hereby grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of the Material, the rights set out in the Copyright Act (Canada), including the right to use, reproduce, modify, publish and distribute that Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 15.03(a).
- 15.04** Upon the Province's request, the Recipient must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Recipient (or employees of the Recipient or a Subcontractor (or employees of a Subcontractor) may have in any of the Material to be licensed to the Province as described in paragraph 15.03.
- 15.05** The Province hereby grants to the Recipient the limited right to reproduce and display the Province logos set out in Section 4 of Schedule "D" strictly in accordance with the provisions contained in Schedule "D" or as may be communicated to the Recipient by the Province in writing from time to time.
- 15.06** The Province may revoke the license granted to the Recipient under paragraph 15.05 in the occurrence of any Event of Default (as defined in paragraph 10.01), or at any time, upon written notice to the Recipient, at the Province's sole discretion.

SECTION 16 – REFUNDS AND REPAYMENTS

- 16.01** The Recipient must:
- (a) apply for any refund or remission of federal or provincial tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement (the "Refund"); and
 - (b) on receipt of the Refund, unless otherwise agreed by the parties in writing, remit the Refund to the Province.
- 16.02** The Recipient must submit to the Province a declaration of all sources of proposed funds or actual funds for all Services and activities related to the Project (other than the Province Contribution and any Sector Contribution) immediately upon learning of or receiving such additional funds.
- 16.03** In accordance with the provisions contained in this Agreement, and without limiting any other remedy or action available to the Province, the Province may, at its sole discretion, reduce or withhold any payment due to the Recipient, including any portion of the Province Contribution, or may demand repayment of any amount paid to the Recipient under this Agreement, if:
- (a) an Event of Default (as defined in paragraph 10.01) has occurred;
 - (b) the Province determines, in its sole discretion, that such a reduction, withholding or repayment is appropriate, including but not limited to where the Province determines, in its sole discretion, that the Sector Contribution was not applied as described in Section 3 of Schedule "B" or that the Province Contribution exceeded the percentage set out in that section;
 - (c) the Recipient receives funding from any other source as described in paragraph 16.02.

- 16.04** Immediately upon the completion of the Term, any outstanding amounts demanded to be repaid by the Province in accordance with the provisions of paragraph 16.03 and any interest on overdue amounts will become a debt owing to the Province by the Recipient and must be repaid to the Province within 10 Business Days.

SECTION 17 – NOTICES

- 17.01** Any formal written communications, notices or approvals required or permitted to be given by the Recipient under this Agreement must be personally delivered (including by courier with confirmation of delivery, whether with or without receiver's signature) or faxed to the Province as follows:

Personal Delivery:

Ministry of Jobs, Tourism and Skills Training
Labour Market Programs Branch
2nd Floor, 1106 Cook Street
Victoria, BC V8V 3Z9

Fax:

Director, Sector and Project Based Programs
Labour Market Programs Branch
Fax: (250) 387-4789

- 17.02** Any formal written communications, notices or approvals required or permitted to be given by the Province under this Agreement must be personally delivered (including by courier with confirmation of delivery, whether with or without receiver's signature) or faxed to the Recipient as follows:

Personal Delivery/Physical Location:

Samir Shah, Partner
Deetken Enterprises Inc.
501-1755 West Broadway, Vancouver, BC V6J 4S5
Email: shah@deetken.com
Phone: 604-731-4424

Fax:

- 17.03** Any formal written communication from either party, as contemplated by paragraphs 17.01 and 17.02, will be deemed to have been received by the other party on the date of personal delivery if personally delivered or on the date of transmission if faxed.
- 17.04** Any day-to-day approvals or consents to be given by the parties in the normal course of business may also be provided by way of electronic mail exchanges between the parties as follows:

To the Province at: Labourmarketpartnerships@gov.bc.ca

To the Recipient at: Julian White jwhite@deetken.com (604 619 9180)

- 17.05** Either party may, from time to time, notify the other party in writing of a change of address, fax number or electronic mail address and, following the receipt of such notice, the new address, fax number or electronic mail address will, for the purposes of paragraphs 17.01, 17.02 or 17.04 of this Agreement, be deemed to be the delivery address, fax number or electronic mail address, as applicable, of the party giving notice.

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SECTION 18 – NON-WAIVER

- 18.01** No term or condition of this Agreement and no breach by the Recipient of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province.
- 18.02** The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision or any subsequent breach of the same or any other provision of this Agreement.

SECTION 19 – ENTIRE AGREEMENT

- 19.01** This Agreement constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 20 – SURVIVAL OF PROVISIONS

- 20.01** Paragraphs 2.04, 11.07 and 13.03, Sections 6, 7, 9, 12, 15, 16, 20 and 21 and any other provisions of this Agreement in favour of the Province, any incomplete reporting obligations of the Recipient and all of the rights and remedies of the Province, either at law or in equity, will survive the expiration or sooner termination of this Agreement.

SECTION 21 – MISCELLANEOUS

- 21.01** This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.
- 21.02** The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 21.03** No amendment or modification to this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.
- 21.04** If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.
- 21.05** This Agreement does not operate as a permit, license, approval or other statutory authority which the Recipient may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.
- 21.06** Where the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07** In this Agreement, unless the context requires otherwise, words importing the singular include the plural and vice versa.
- 21.08** Time is of the essence of this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

- 21.09** For the purpose of paragraphs 21.10 and 21.11, an "Event of Force Majeure" means a natural disaster, fire, flood, storm, epidemic or power failure; a war (declared and undeclared), insurrection or act of terrorism or piracy; a strike (including illegal work stoppage or slowdown) or lockout, or a freight embargo, if such event prevents a party from performing the party's obligations in accordance with this Agreement is beyond the reasonable control of that party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 21.10** Neither party is liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time periods for the performance or completion of any such obligation are automatically extended for the duration of the Event of Force Majeure provided that the affected party complies with the requirements of paragraph 21.11.
- 21.11** If an Event of Force Majeure occurs or is likely to occur, then the party directly affected must notify the other party in writing forthwith, and must make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with its obligations under this Agreement with the least possible delay.
- 21.12** The headings in this Agreement are inserted for convenience only and do not form part of this Agreement.
- 21.13** Unless otherwise specified, a reference in this Agreement to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time.
- 21.14** If there is a conflict between a provision in a Schedule to this Agreement and any other provision of this Agreement, the provision of the Schedule is inoperative to the extent of the conflict unless the Schedule states that it operates despite a conflicting provision of this Agreement.
- 21.15** This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a formal written notice method provided for in Section 17 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the <u>27</u> day of <u>September</u>, 20<u>17</u> on behalf of Her Majesty the Queen in right of the Province of British Columbia by a duly authorized representative of the Minister of <u>Jobs, Tourism and Skills Training</u> <u>Advanced Education, Skills and Training</u></p> <p>X _____</p> <p>Signature <u>[Signature]</u></p> <p>Print Name: <u>S. Repault</u></p> <p>Print Title: <u>Director</u></p>	<p>SIGNED on the <u>20th</u> day of <u>September</u>, 20<u>17</u> on behalf of the Recipient (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p>X _____</p> <p>Signature <u>[Signature]</u></p> <p>Print Name: <u>Samir Shah</u></p> <p>Print Title: <u>Partner</u></p>
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SCHEDULE "A"

SERVICES

SECTION 1 – TERM

1.01 The term of this Agreement commences on 11 September 2017 and ends on 19 December 2017.

SECTION 2 – PROJECT:

2.01 Background and Context:

The Labour Market and Information Division of the Ministry of Advanced Education, Skills and Training is responsible for analysing labour market demand and supply dynamics operating across BC's industry sectors.

The Division carries out many of its activities through the Sector Labour Market Partnerships (LMP) program. The Sector LMP program provides funding to support industry and employers understand and respond to changing labour market demand and workforce development challenges. Projects funded by the LMP program focus on labour market and human resource issues identified within an industry sector, an industry subsector or one or more of BC's 8 Development Regions, by sector leaders.

The LMP program has a five phase structure: Sector Engagement (Phase 1), Labour Market Information (LMI) research (Phase 2), Strategy Development (Phase 3), Strategy Implementation (Phase 4) and Strategy Evaluation (Phase 5). Funding recipients enter into a separate agreement for each phase and may progress through each phase in sequence.

Since introducing the five phase model in late 2015, approximately 20 Phase 2 and Phase 3 projects have been completed. The body of work is sufficient to allow a meta-analysis of findings to date.

The meta-analysis of completed projects' final reports will identify what occupations and sectors have been examined, any common and unique workforce development challenges, the methodological approaches adopted and associated strengths and weaknesses, the types and variations of strategies being proposed, and the development processes of strategies. The analysis will also surface best practices and provide recommendations related to identifying and addressing workforce development challenges.

The analysis will reference: prevailing conditions impacting labour forces, such as demographics, economic and regulatory contexts, and consumer trends ('drivers'); labour market conditions resulting from drivers, such as skill gaps, attrition and vacancies (the 'issues'); mechanisms adopted to address the issues, such as marketing, branding and training (the 'strategies'); and strategies' degree of impact on available labour market levers, such as an increase in the supply of workers, or an increase labour productivity through investment in training and education, an increase labour productivity through capital investment and/or business and process model innovation, or through increased utilization of the existing workforce."

The researcher, Deetken Enterprises Inc., is a management consulting firm based in Vancouver. In addition to being a lead researcher for a 2016 Phase 2 study, Deetken has also been involved in Phase 1 studies related to construction and retail. It has also conducted multiple assessments of the economic and labour market impact of infrastructure investments and trade agreements in BC, as well as labour market research projects related to immigration and succession planning. In 2017 it completed a comprehensive review of macro-economic policies in conflict affected contexts for the UN and World Bank.

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2.02 Sector LMP Program Lifecycle Phase: The scope of the Services described in this Schedule “A” is limited to the following Sector LMP Program lifecycle phase:

Phase 3 – Strategy Development

2.03 Purpose:

The purpose of the Project is to inform the Ministry’s strategic approaches to addressing workforce development challenges within sectors and across sectors and to guide continuous improvement of the LMP program.

SECTION 3 – SERVICES

3.01 The Recipient must create the following deliverables (each a “**Project Deliverable**”) in accordance with the details, requirements and schedule outlined below.

(A) Activities to support the “Project Deliverable”

The Recipient will undertake a number of key activities in order to produce project deliverables.

- Develop a complete understanding of the project scope and refine research questions
- Analyse approximately 20 Phase 2 and Phase 3 reports
- Catalogue Phase Two reports’ contribution to the body of BC LMI and any use made of that knowledge by the LMI Division.

META-ANALYSIS		
PROJECT DELIVERABLE	DETAILS/REQUIREMENTS	SCHEDULE
Draft meta-analysis report	<p>The Recipient will provide a draft report that includes, at a minimum:</p> <ul style="list-style-type: none"> • A description of the overall context of reports to be reviewed, referencing BC's Labour Market Outlook and literature on relevant labour market and workforce issues, drivers, levers and strategies • Analytical frameworks for Phase 2 and Phase 3 projects • Patterns in methodological approaches to research and research tools • Common and divergent workforce development themes (including but not limited to skills, competencies and required worker characteristics) • Common and divergent strategies to address workforce development themes within subsectors and between all sectors • Methods of strategy development including comprehensiveness of approach, , an assessment of strategies' evidentiary base and uniqueness, proven success of strategies in other relevant contexts, as well as an analysis of implementation considerations, including budgets, resourcing, timelines, risks and stakeholder and partner engagement, as well as best practices of strategy development • A summary of observations, emerging best practices, learnings or recommendations • Common and distinct features of each labour force strategy • Assessment of findings against drivers, issues, strategies and levers to highlight potential gaps in the Phase 2 LMI reports and potential gaps in the scope of strategies identified in Phase 3 projects. • Consideration of ways in which the structure or approach to identifying workforce development challenges and developing sector strategies could be improved. • A summary of consultations with stakeholders, including the LMIO, and others that have informed the analysis <p>Appendices:</p> <ul style="list-style-type: none"> • Include any relevant materials information, questionnaires etc. created and disseminated in this project phase. 	<p>The Recipient must provide the draft meta-analysis to the Province for the Province's review and approval by November 6, 2017</p>

<p>Final Meta-Analysis Report</p>	<p>The Recipient will provide a final report that includes, at a minimum, a summary of:</p> <ul style="list-style-type: none"> • A description of the overall context of reports to be reviewed, referencing BC's Labour Market Outlook and literature on relevant labour market and workforce issues, drivers, levers and strategies • Analytical frameworks for Phase 2 and Phase 3 projects • Patterns in methodological approaches to research and research tools • Common and divergent workforce development themes (including but not limited to skills, competencies and required worker characteristics) • Common and divergent strategies to address workforce development themes within subsectors and between all sectors • Methods of strategy development including comprehensiveness of approach, , an assessment of strategies' evidentiary base and uniqueness, proven success of strategies in other relevant contexts, as well as an analysis of implementation considerations, including budgets, resourcing, timelines, risks and stakeholder and partner engagement, as well as best practices of strategy development • A summary of observations, emerging best practices, learnings or recommendations • Common and distinct features of each labour force strategy • Assessment of findings against drivers, issues, strategies and levers to highlight potential gaps in the Phase 2 LMI reports and potential gaps in the scope of strategies identified in Phase 3 projects. • Consideration of ways in which the structure or approach to identifying workforce development challenges and developing sector strategies could be improved. • A summary of consultations with stakeholders, including the LMIO, and others that have informed the analysis <p>Appendices:</p> <ul style="list-style-type: none"> • Include any relevant materials information, questionnaires etc. created and disseminated in this project phase. <p>In addition, the Recipients will incorporate any recommendations from the Province provided on the</p>	<p>The Recipient must provide the Final Meta-Analysis Report to the Province for the Province's review and approval by December 4, 2017</p>
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	draft meta-analysis report.	
Waiver(s) of Moral Rights	The Recipient must deliver to the Province a waiver of moral rights in accordance with Section 15.04 of this agreement.	The Recipient must provide the applicable waiver(s) of moral rights to the Province on or before the date that each deliverable created in accordance with this Schedule "A" is provided to the Province for final approval.
Consents/ Authorizations/ Releases	In accordance with subparagraph 5.01(e) of the Agreement and paragraph 3.03 of this Schedule "A", the Recipient must deliver to the Province any and all consents, authorizations and/or releases (including the Authorization and Consent Form attached as Appendix 1 to this Schedule "A") applicable to the Material to be licensed to the Province as described therein.	The Recipient must provide any such consents, authorizations and releases to the Province at the same time as the waiver(s) of moral rights described above.

- 3.02 The Recipient must make modifications to any of the Project Deliverables described in paragraph 3.01 as follows:
- (a) as required by the Province in order to obtain the Province's final approval of any such Project Deliverables; and
 - (b) following final approval of any such Project Deliverables, upon further request of the Province throughout the Term.
- 3.03 Without limiting the generality of subparagraph 5.01(e) of the Agreement, if any of the Materials to be licensed to the Province under Section 15.03 of the Agreement contain any personal information (as defined in the Freedom of Information and Protection of Privacy Act), which includes but is not limited to an individual's image, then the Recipient must:
- (a) ensure that any individuals whose personal information is so contained have completed and signed an authorization and consent form, in order to allow the Province to freely exercise its rights granted in such license(s), using a form to be provided to the Recipient by the Province; and
 - (b) provide any and all such completed and signed forms to the Province upon the Province's request.

SECTION 4 – REPORTING

- 4.01 The Recipient must submit to the Province, at the times requested by, and in formats acceptable to, the Province, any reports concerning the progress of the Project and the Services as the Province may from time to time request.

SCHEDULE "B"

CONTRIBUTION

MAXIMUM AMOUNT

1. Despite sections 2 and 3 of this Schedule, in no event will the Province Contribution payable to the Recipient under this Agreement exceed, in the aggregate, \$40,000.

PROVINCE CONTRIBUTION AMOUNTS

2. Subject to sections 3 and 4 below, the amounts to be provided by the Province to the Recipient for each Project Deliverable provided and Project Activity completed by the Recipient to the satisfaction of the Province, as described in Schedule "A", are as follows:

PROJECT DELIVERABLE/ACTIVITY	PROVINCE CONTRIBUTION AMOUNT
Draft meta-analysis report	\$20,000
Final Meta-Analysis Report Waiver(s) of Moral Rights Consents/ Authorizations/ Releases	\$20,000

BREAKDOWN OF SECTOR CONTRIBUTION AND PROVINCE CONTRIBUTION

3. Unless otherwise agreed in writing by the Province, the provision by the Province of the amounts described in section 2 of this Schedule to the Recipient is subject to the following conditions:
 - (a) the Recipient must apply the Sector Contribution(s) to the Services as set out in the table below; and
 - (b) each portion of the Province Contribution will represent no greater than the percentage described below of the total cash cost of the applicable Service in respect of which it is provided.

PROJECT DELIVERABLE/ACTIVITY	SECTOR CONTRIBUTION		PROVINCE CONTRIBUTION
	IN-KIND SERVICES	CASH FUNDS	PERCENTAGE OF THE TOTAL CASH COST OF THE PROJECT DELIVERABLE/ACTIVITY
Draft meta-analysis report	N/A	N/A	100%
Final Meta-Analysis Report Waiver(s) of Moral Rights Consents/ Authorizations/ Releases	N/A	N/A	100%

INVOICES

4. The Recipient must, upon providing to the Province each Project Deliverable or completing each Project Activity described in section 2 of this Schedule "B" to the satisfaction of the Province, deliver to the Province a written invoice in a form satisfactory to the Province containing:
 - (a) the Recipient's legal name and address;

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- (b) the date of the invoice;
 - (c) the amount of the Province Contribution payable in respect of that Project deliverable or activity and the Recipient's declaration that the applicable Services have been completed;
 - (d) a description of this Agreement to which the invoice relates;
 - (e) an invoice number for identification; and
 - (f) any other information reasonably requested by the Province.
5. Within 30 days of the Province's receipt of the Recipient's written invoice delivered in accordance with this Schedule "B", the Province must provide to the Recipient the amount of the Province Contribution claimed in the invoice if it is in accordance with this Schedule "B".

SCHEDULE "C"
INSURANCE

1. The Recipient shall, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in Canada and in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must:
 - (i) include the Province as an additional insured;
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change; and
 - (iii) include a cross liability clause.
2. All insurance described in paragraph 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. If the Recipient is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the Workers Compensation Act or similar laws in other jurisdictions, the Recipient must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Recipient's expense, if such personal optional protection insurance is available for the Recipient from WorkSafeBC or other sources.
4. The Recipient must provide the Province with evidence of all required insurance:
 - (a) within 10 working days of commencement of the Services, the Recipient must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Recipient must provide within 10 working days of expiration, evidence of new or renewal policy(ies) of all expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) notwithstanding paragraph (a) or (b) above, if requested by the Province at any time, the Recipient must provide to the Province certified copies of the required insurance policies.
5. The Recipient shall provide, maintain, and pay for, any additional insurance which it is required by law to carry, or which it considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in its sole discretion.

SCHEDULE "D"
MARKETING, PUBLICITY AND COMMUNICATIONS GUIDELINES

For the purposes of this Schedule "D", all references to the Recipient shall be deemed to include any of its Subcontractors, as applicable.

1. The Recipient must:
 - (a) cooperate with the Province in relation to making such public announcements, issuing such news releases or participating in such event opportunities regarding the Project, as the Province may request; and
 - (b) comply with the Province's instructions regarding the matters described in paragraph (a) above.
2. The Recipient must not make any public announcements or provide any media releases, promotional materials or communications in a public forum with respect to the Project except where the same have been approved in advance in writing by the Province.
3. The Recipient must acknowledge the financial contribution made by the Province and the Government of Canada ("**Canada**") on or in any signage, posters, exhibits, pamphlets, brochures, advertising, websites, social media content, video footage, or other Materials produced or compiled by the Recipient in relation to the Project that will be published, used for promotional purposes or otherwise viewed by, or made available to, the public (collectively, "**Communications**") in a manner satisfactory to the Province. Statement is provided below.
4. All Communications must display the following logos and statement ("**Branding**"):



BRITISH
COLUMBIA

*Funding provided through the Canada-British Columbia
Labour Market Development Agreement.*

5. The Recipient must prominently display the following disclaimer on and in association with all final Project reports: "The views and opinions expressed in this report are those of its author(s) and not the official policy or position of the Government of British Columbia."
6. All Communications must have prior written approval from the Province. To obtain prior written approval, the Recipient must submit the proposed template for the Communications to the Province identifying the media channel and duration of the proposed Communications.
7. Any urgent media deadlines for the Communications should be flagged when requests for approvals are submitted.
8. Any and all use by the Recipient of the Provincial logos or the Canada logos set out in the Branding will be in the form provided, and will comply with the graphic standards and any conditions communicated, by the Province to the Recipient from time to time.

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9. The Province and Canada are and shall remain, respectively, the owners of all right, title and interest in and to the Provincial logos and the Canada logos set out in the Branding, and any goodwill associated with the use of such Provincial logos and the Canada logos by the Recipient will ensure entirely to the Province and Canada, respectively. Any proprietary rights not specifically granted by to the Recipient under this Agreement remain with the Province and Canada, respectively, including, without limitation, copyright and trade-mark protection.

SCHEDULE "E"
APPROVED SUBCONTRACTOR(S)

As approved by the Province in advance in writing.

MINISTRY OF ADVANCED EDUCATION, SKILLS AND TRAINING

Amendment # 1

PART 1:			
Division: Labour Market and Information	Branch: Sector and Project Based Programs	Director: Shannon Renault	CLIFF No.:
Contract No.: C18LMP018		Contractor Name: Deetken Enterprises Inc.	
Term From: Sept. 11/17	Term To: Dec. 19/17	Extended to (if applicable): January 18, 2018	

PART 2:					
Fiscal Year: 17/18	Total (\$): 40,000	Fiscal Year:	Total (\$):	Fiscal Year:	Total (\$):
	ORIGINAL CONTRACT (\$)		AMENDMENT (\$)		REVISED TOTAL (\$)
Fees	\$40,000.00		\$ 0.00		\$0.00
Expenses	\$ 0.00		\$ 0.00		\$0.00
Total	\$40,000.00		\$0.00		\$0.00
ACCOUNT CODING	RESP	SERVICE LINE	STOB	PROJECT	
Fees	11973	11855	8001	111LMPP	
Expenses					
TYPE OF COMPETITION (see page 2 for explanation)					
<input type="checkbox"/> Direct Award	<input type="checkbox"/> RFP	<input type="checkbox"/> ITQ	<input type="checkbox"/> ITT	<input type="checkbox"/> NOI	<input type="checkbox"/> Other
Purpose of Contract: The purpose of the Project is to inform the Ministry's strategic approaches to addressing workforce development challenges within sectors and across sectors and to guide continuous improvement of the LMP program.					
Link to Service Plan:					

PART 3:	
AGREEMENT ON INTERNAL TRADE (AIT) PROCESS (Trade Agreement Code)	
<input type="checkbox"/> 100 = Purchase Subject to the AIT (all service contracts > \$75,000) <input type="checkbox"/> 200 = Purchase Below Applicable AIT Threshold (all service contracts < \$75,000) <input type="checkbox"/> 300 = Purchase of an Exempted Commodity/Service (e.g. grants, agreements, secondment agreements, ministerial appointees, appointees to committees, or as recommended by FAB)	<input type="checkbox"/> 400 = AIT Excluded – Emergency <input type="checkbox"/> 500 = AIT Excluded – Security, Order, etc. <input type="checkbox"/> 600 = AIT Excluded – Product Compatibility or Exclusive Rights <input type="checkbox"/> 700 = AIT Excluded – Procurement of Prototype <input type="checkbox"/> 800 = AIT Excluded – Regional / Economic Development
TYPE OF CONTRACT (PO Class)	
<input type="checkbox"/> A = Transfer Under Agreement (TUA) <input type="checkbox"/> C = Services <input type="checkbox"/> C = Systems Related <input type="checkbox"/> C = Memorandum of Understanding (Interagency Agreement)	<input type="checkbox"/> C = Custom Contract (approved by FAB and Legal Services Branch) <input type="checkbox"/> G = Grant (Letter of Award) <input type="checkbox"/> Other (please specify)

PART 4:**BIDDING INFORMATION SHEET / FILE INFORMATION (Procurement Process)***A Bidding Information Sheet is required for every contract. Please complete fully.***A. METHODS OF SOLICITATION** (Tick field after printing or insert date, where appropriate)**CAS DFF CODE****1. OPEN COMPETITIVE PROCESS**100 ☐1.1. (ITQ) Invitation To Quote: ☐1.2. (ITT) Invitation to Tender: ☐1.3. (RFP) Request For Proposal (written only) ☐**2. (NOI) NOTICE OF INTENT** - posted on BC Bid from Choose Date To Choose Date.205 ☐

Mandatory if DIRECTED because only one Contractor is qualified and contract is > \$50,000

3. OTHER - e.g. Selected Vendor from Pre-Qualified Bidders List (established through the use of a CSA, Request for Qualifications or Competition among vendors for a Pre-Qualified Bidders List/Request for Information, 3 quotes, etc.)400 ☐401 ☐

Describe method in Box C below

4. DIRECT AWARD - The five categories below are the Core Policy requirements for direct award. If you direct a contract outside of these categories, please provide your reasons in Box C below (See Core Policy Manual Chapter 5 for full descriptions)

4.1. The contract is with another government organization (e.g. PSI, school district)

200 ☐

4.2. The ministry can strictly prove that only one contractor is qualified (Also see NOI mandatory note above and provide your justification in Box C below)

201 ☐

4.3. An unforeseeable emergency exists

202 ☐

4.4. A competitive process would interfere with a ministry's ability to maintain security or order, or to protect human, animal or plant life or health

203 ☐

4.5. The acquisition is of a confidential or privileged nature

204 ☐**DIRECT AWARD** - Where none of the above categories are appropriate and the total value is less than \$25,000207 ☐**DIRECT AWARD** - No justification206 ☐**DIRECT AWARDS** are proactively disclosed to the general public via the Government's Open information website. Please provide a brief description of services for publication:**B. QUOTES / PROPOSAL INFORMATION FOR THIS CONTRACT**

1. State names of all suppliers invited to quote or propose.
2. Indicate, by using "R", if quote / proposal was received (this information is required even if award was "Direct").
3. Indicate why a supplier who bid was not successful (e.g. price, quality, availability, etc.).

SUPPLIER NAME	"R" OR BLANK	REASON UNSUCCESSFUL

C. EXPLANATIONS**D. CONTRACT / FILE INFORMATION**

Originator's Name and Phone Number: Sherry Caven 250 387-7958

Contract Manager's Name and Phone Number: Philip Evans 250 216-8023

Office Where File is Available for Audit or Review: 1106 Cook Street

File Name:

File Number:

PART 5:**FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT**

Under the FOIPPA legislation, if there is a reasonable chance that any of the contracted resources (Contractors) will access personal information under AVED's control, please check here.



If you are unsure, please contact David Malcolm, Ministry Privacy Officer.

PART 6:**APPROVAL REQUIREMENTS**

Corporate Finance, EFO and/or GIO approval includes review for policy compliance, completeness and clarity, NOT for program appropriateness.

Contract Administrator (Corporate Finance):

Signature:

Date:

Comments:

Expense Authority:

Signature:

Date:

Comments:

Chief Information Officer: All Information Services Contracts (STOB 63)

Signature:

Date:

Comments:

Division Assistant Deputy Minister:

Signature:

Date:

This contract has been reviewed to ensure services cannot be performed by an employee: (ADM to initial)

Comments:

Executive Financial Officer: All Contracts

Signature:

Date:

Comments:

Deputy Minister: When Required

Signature:

Date:

Comments:

Updated: August 25, 2017

CorpFin Use Only



PROVINCE OF BRITISH COLUMBIA
MINISTRY OF ADVANCED EDUCATION AND SKILLS TRAINING
LABOUR MARKET PARTNERSHIPS PROGRAM
AGREEMENT AMENDMENT
Amendment # 1

Contract Number: C18LMP018

This AGREEMENT dated for reference the 11th day of December 2017.

BETWEEN: **HER MAJESTY THE QUEEN IN RIGHT OF THE
PROVINCE OF BRITISH COLUMBIA represented
by the Minister of Advanced Education and Skills
Training, (herein called the "Province")**

OF THE FIRST PART

AND: **Deetken Enterprises Inc.
501-1755 West Broadway, Vancouver, BC V6J 4S5**

(herein called the "Recipient")

OF THE SECOND PART

WITNESS THAT WHEREAS:

- A. The parties hereto entered in an Agreement signed for reference the 11th day of September, 2017, and subsequently amended on the 11th day of December 2017 (hereinafter called the "Agreement"),
- B. **AND WHEREAS** the parties have agreed to amend the Agreement.

NOW THEREFORE in consideration of the covenants and agreements herein contained, the parties agree as follows:

- (1) That the end of the Funding Period of the Agreement is now 18th January, 2018
- (2) That in all other respects, the terms and conditions of the Agreement remain unchanged.

The parties hereto have executed this Agreement on the day and year as set out above.

SIGNED AND DELIVERED by the
Recipient or by an Authorized Representative.

SIGNED AND DELIVERED on
behalf of the Province by an authorized
representative of the Province.


SAMIR SHAH

(Print Name of Recipient or Authorized
Representative)

Shannon Renault

(Print Name of Authorized
Representative)


(Signature)


(Signature)

Dec 15, 2017
(Date)

December 19 /17
(Date)