

Call for Records AGR-2017-72620

A list of all contracts for consulting, research, communications or speech writing issued by the Ministry in the date range of 06/28/2017 To 07/26/2017 including:

- Vendors' names;
- Contracts' reference numbers;
- Dates of the contracts;
- Descriptions of the services provided;
- Delivery dates;
- Original contracts' values;
- Final contracts' values if different from the original contracts' values.

Program Area/Manager	Vendors' Name(s)	Contracts' Reference Numbers	Dates of Contracts	Description of Services Provided	Delivery Dates	Original Contracts' Values	Final Contracts' Values (if different from Original Contract)
Resource Management Unit/Mark Raymond	Marilyn Bader	GSAGF2-348	June 28, 2017	Draft pesticide application education framework and strategy	March 21, 2018	\$20,000.00	\$85,000.00
As above	Kelly Ann Squires dba Blue Turtle Ecological Services	GSAGF2-456	July 17, 2017	Creating a suite of silvopasture beneficial management practices	September 25, 2017	\$15,000.00	\$25,000.00
As above	BC Agricultural Research and Development Corporation	SCAGF2-142	July 1, 2017	The program provides AGRI-food sector producers in BC with access to qualified planning advisors	March 31, 2018	\$2,250,000.00	\$9,004,473.00

GENERAL SERVICES AGREEMENT



Quick Reference

Contract No.: GSAGF2-348

Requisition No.: _____

Solicitation No. (if applicable): RFP-GSAGF2-348

Contractor Information

Legal Business Name: Marilyn Bader

Telephone No.: 306 562-9121

E-mail Address: m.bader@sasktel.net

Website: _____

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)**SCHEDULE D – INSURANCE****SCHEDULE E – PRIVACY PROTECTION SCHEDULE****SCHEDULE F – ADDITIONAL TERMS****SCHEDULE G – SECURITY SCHEDULE****SCHEDULE H – MARKETING, PUBLICITY AND COMMUNICATIONS**

THIS AGREEMENT is dated for reference the 16th day of February, 2017.

BETWEEN:

Marilyn Bader
Box 33
Buchanan SK
S0A 0J0
Phone: 306-562-9121
E-mail: m.bader@sasktel.net

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Agriculture (the "Province") with the following specified address and fax number:

Attn: Ken Sapsford
1690 Powick Road
Kelowna BC V1X 7G5
Email: kenneth.sapsford@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (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) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

- 1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES**Provision of services**

- 2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

- 2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

- 2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor 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.

Standards in relation to persons performing Services

- 2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

- 2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

- 2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

- 2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT**Fees and expenses**

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:
(a) the fees described in that Schedule;

- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor 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.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - i. all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive

- process resulting in this Agreement being entered into) are in all material respects true and correct,
- ii. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and
 - iii. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
- i. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - ii. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

- 6.3 The Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material.

Rights in relation to Incorporated Material

- 6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:
- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to exercise, in respect of that Incorporated Material, the rights set out in the *Copyright Act* (Canada), including the right to use, reproduce, modify, publish and distribute that Incorporated Material; and
 - (b) the right to sublicense or assign to third-parties any or all of the rights granted to the Province under section 6.4(a).

7 RECORDS AND REPORTS**Work reporting**

- 7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

- 7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE**Indemnity**

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:

- (a) the Contractor 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; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
 - i. a natural disaster, fire, flood, storm, epidemic or power failure,
 - ii. a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - iii. a strike (including illegal work stoppage or slowdown) or lockout, or
 - iv. a freight embargo

if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
 - i. an Insolvency Event;
 - ii. the Contractor fails to perform any of the Contractor's obligations under this Agreement, or
 - iii. any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
 - i. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - ii. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - iii. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - iv. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - v. a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - vi. the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:

- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
- (b) pursue any remedy or take any other action available to it at law or in equity; or
- (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

11.3 No failure or 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.

Province's right to terminate other than for default

11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:

- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
- (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION**Dispute resolution process**

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS**Delivery of notices**

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or
 - (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in 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.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor 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.

Remainder not affected by invalidity

- 13.18 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.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

14 INTERPRETATION**14.1 In this Agreement:**

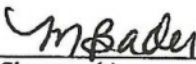
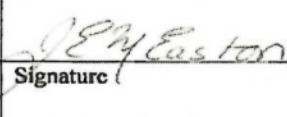
- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;

- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
 (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 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 method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the <u>16th</u> day of <u>February</u> , 2017, by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the <u>16</u> day of <u>February</u> , 2017, on behalf of the Province by its duly authorized representative:
 Signature(s)	 Signature
Print Name(s) Marilyn Bader	Print Name Joan Easton
Print Title(s)	Print Title Executive Director, Innovation & Adaptation Services Branch

SCHEDULE A – SERVICES**PART 1. TERM:**

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 16, 2017 and ends on March 21, 2018.
2. This Agreement may be renewed for a further Term of one year, by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by the Province. Should the option to renew be exercised it is expected that the Contractor's bid rate, on which the rate per unit deliverable bid price was based in the preceding term, will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

PART 2. SERVICES:**Background**

The primary objective and output of this project is the development of a draft pesticide application education framework and strategy that will be used to facilitate increased implementation of beneficial management practices (BMPs) related to pesticide application on BC agricultural operations.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

1. Development of a consultation paper summarizing potential stakeholders, current gaps, potential strategies to implement education program and the next steps for the consultation process.
2. Development of a draft pesticide application education program framework delivery model that includes stakeholder engagement and program implementation plans and a communication strategy.

Inputs

The Contractor must use the equipment, personnel and materials necessary to deliver the Services.

Outputs

The Contractor must provide the following deliverables:

Tasks	Completion Date
1. Participate in a minimum of two Technical Working Group (TWG) meetings by telephone to discuss and identify goals, processes, timelines and deliverables for the regional focus group workshops and pesticide application education framework. Submit a meeting(s) summary with action items and recommendations.	February 24, 2017
2. Organise and facilitate two regional focus group workshops, (Okanagan and Fraser Valley), with multi-agency and industry representatives to identify: <ul style="list-style-type: none"> the goals, industry priorities, timelines, partners, technical transfer and training materials, and communication activities for a pesticide application education framework and implementation strategy. 	March 11, 2017
3. Submit a draft consultation report summarizing the two regional focus workshops identifying stakeholders, current gaps, and potential strategies with recommendations to implement a pesticide application education program.	March 15, 2017
4. Submit a pesticide application education program framework delivery model that includes stakeholder engagement and program implementation plans and a communication strategy.	March 20, 2017

PART 3. RELATED DOCUMENTATION:

- The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
- The following are Appendices to this Schedule A:
 - Appendix 1 – Waiver of Moral Rights** ATTACHED
 - Appendix 2 – Proposal** ATTACHED

PART 4. KEY PERSONNEL:

- The Key Personnel of the Contractor are as follows:
 - Marilyn Bader (primary contact)

SCHEDULE B – FEES AND EXPENSES
1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$20,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement for the term February 16, 2017 to March 21, 2018 (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:
Cost per Task

Table 2 below establishes the fee schedule and amount that will be paid to the Contractor for tasks detailed in Schedule A of this Agreement that are successfully delivered during the February 16, 2017 to March 21, 2017 term.

Table 2

Expected Completion Date	Tasks	Task Amount
February 24, 2017	1. Participate in a minimum of 2 technical review meetings by telephone and create a meeting summary	\$5,000.00
March 15, 2017	2. Organize and facilitate 2 regional focus group workshops Draft consultation report on regional focus group workshops	\$5,000.00
March 20, 2017	3. Submit the pesticide application education program framework delivery model report	\$10,000.00

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees under this Agreement, the Contractor must deliver to the Province, on the completion date specified for each task in Table 1.2 of this Schedule B, a written statement of account in a form satisfactory to the Province containing the Contractor's legal name and address;

- (a) the date of the statement;
- (b) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (c) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (d) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Laurie Hayes
52-310 Kingsmere Blvd
Saskatoon, SK
S7J 4A4
306-242-1542
lmhayesca@sasktel.net

Bob Evans
Box 33
Buchanan, SK
S0A 0J0
306-862-6400
bob@rjevals.org

Thomas Baumann
46420 Prairie Central Rd.
Chilliwack, BC
V2P 6H3

SCHEDULE D – INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada 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.
 - (b) Professional Liability in an amount not less than \$2,000,000 insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under the contract
 - (c) Automobile Liability on all vehicles owned, operated or licensed in the name of the Contractor in an amount not less than \$1,000,000.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor 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 Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

Not applicable

SCHEDULE F – ADDITIONAL TERMS

Not applicable

SCHEDULE G – SECURITY SCHEDULE

Not Applicable.

SCHEDULE H – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The Contractor must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Services as the Province requests.
2. The Contractor must not provide any media releases, promotional materials or communications in a public forum with respect to the Services except if they have been approved in advance by the Province.
3. The Contractor must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other publications produced by the Contractor and related to the Services, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the Contractor must submit the proposed template for the advertisement to the Province identifying the media where the Contractor intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

Appendix - 1



Natural Resource Sector

Waiver of Moral Rights

File: GSAGF2-348

Attachment to the Agreement with Marilyn Bader for Pesticide Application Education Framework and Strategy.

I, Marilyn A. Bader,
(Name of Individual)

(check one) ☐ employee
☒ sole proprietor
☐ contractor
☐ subcontractor
☐ subcontractor's
employee

of Marilyn A. Bader,
(Name of Firm/Company)

and an author of the Produced Material, as that term is defined in the Agreement in consideration of my employment, hereby waive, in favour of Her Majesty the Queen in the Right of the Province of British Columbia as represented by the Minister of Agriculture (the Province), all my moral rights established under the *Copyright Act*, as amended from time to time, in the Produced Material described as

Pesticide Application Education Framework and Strategy

I further agree not to institute legal proceedings against the Province, or its servants, agents or employees with respect to these moral rights.

Executed at Buchanan, SK, this 16th day of February, 2017.

SIGNED AND DELIVERED by or on behalf of
the individual waiving their moral rights:

M. Bader
(Signature of Individual Waiving Moral Rights)

Marilyn Bader
(Printed Name of Individual Waiving Moral Rights)

Appendix – 2

**Proposal for Pesticide Application Education Framework and Strategy from Marilyn Bader and Laurie Hayes
attached as a separate document.**

MODIFICATION AGREEMENT #1**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, represented by the Minister of Agriculture
(the "Province")**

AND

**Marilyn Bader (the "Contractor")
Box 33
Buchanan SK
S0A 0J0
Phone: 306-562-9121**

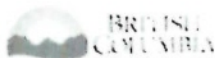
BACKGROUND

- A. The parties entered into a General Services Agreement - GSAGF2-348 – dated February 16, 2017.**
- B. The parties have agreed to modify the Agreement, dated for reference June 28, 2017.**

AGREEMENT


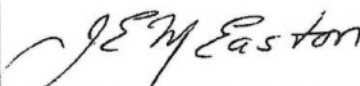
The parties agree as follows:

- 1) The document attached to this agreement and entitled "Revised Schedule A to the General Services Agreement between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Agriculture and Marilyn Bader" replaces Schedule A attached to the Agreement, effective June 28, 2017.**
- 2) The document attached to this agreement and entitled "Revised Schedule B to the General Services Agreement between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Agriculture and Marilyn Bader" replaces Schedule B attached to the Agreement, effective June 28, 2017.**



GSAGF2-348

In all other aspects, General Services Agreement GSAGF2-348 is confirmed.

SIGNED AND DELIVERED by the Contractor or an Authorized Representative of the Contractor.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
MARILYN A. BADER	J. E. M. Easton
(Print Name of Contractor or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
June 26, 2017	June 28, 2017
(Date)	(Date)

Revised Schedule A to the General Services Agreement GSAGF2-348 between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Agriculture and Marilyn Bader.

PART 1. TERM:

1. Subject to section 2 of this Part 1, the term of this Agreement commences on February 16, 2017 and ends on March 21, 2018.
2. This Agreement may be renewed for a further Term of one year, by written agreement of the parties, subject to satisfactory performance by the Contractor and the availability of funding by the Province. Should the option to renew be exercised it is expected that the Contractor's bid rate, on which the rate per unit deliverable bid price was based in the preceding term, will remain unchanged in the subsequent term, unless, in the ministry's sole opinion, a negotiated rate change is warranted.

PART 2. SERVICES:

Background

The primary objective and output of this project is the development of a draft pesticide application education framework and strategy that will be used to facilitate increased implementation of beneficial management practices (BMPs) related to pesticide application on BC agricultural operations.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Phase 1

1. Development of a consultation paper summarizing potential stakeholders, current gaps, potential strategies to implement education program and the next steps for the consultation process.
2. Development of a draft pesticide application education program framework delivery model that includes stakeholder engagement and program implementation plans and a communication strategy.

Phase 2

1. Establishment of a program framework with a set of training materials:
 - a. A facilitator manual;
 - b. A participant manual; and
 - c. A resource manual.

Inputs

The Contractor must use the equipment, personnel and materials necessary to deliver the Services.

All submitted documents must be in both Adobe PDF & MS Word formats.

Outputs

The Contractor must provide the following deliverables:

Tasks	Completion Date
1. Participate in a minimum of two Technical Working Group (TWG) meetings by telephone to discuss and identify goals, processes, timelines and deliverables for the regional focus group workshops and pesticide application education framework. Submit a meeting(s) summary with action items and recommendations.	February 24, 2017
2. Organise and facilitate two regional focus group workshops, (Okanagan and Fraser Valley), with multi-agency and industry representatives to identify: <ul style="list-style-type: none"> the goals, industry priorities, timelines, partners, technical transfer and training materials, and communication activities for a pesticide application education framework and implementation strategy. 	March 11, 2017
3. Submit a draft consultation report summarizing the two regional focus workshops identifying stakeholders, current gaps, and potential strategies with recommendations to implement a pesticide application education program.	March 15, 2017
4. Submit a pesticide application education program framework delivery model that includes stakeholder engagement and program implementation plans and a communication strategy.	March 20, 2017
5. Develop and submit a draft Phase 2 work plan outline and participate in a TWG meeting by telephone to review the outline for the next steps in the project. Submit a meeting(s) summary with action items and recommendations.	July 15, 2017
6. Submit a final Phase 2 work plan.	
7. Develop and submit a draft training framework based on the CORE program design outlined in Phase 1 that includes a program outline, learning objectives, content listing, training format and recommended subject matter content for Train-the-Trainer workshop.	July 31, 2017
8. Develop and submit drafts of the proposed training materials.	September 30, 2017
9. Conduct a curriculum validation of the proposed content by subject matter experts (SME) and current trainers of the BC Agriculture Pesticide Applicators Certificate.	October 31, 2017
10. Develop and submit a draft pilot workshop outline including the facilitator, potential candidates, guest speakers, location of training and required tools and equipment to support the implementation of the workshop.	November 30, 2017
11. Submit updated drafts of the program training materials to SME and current trainers.	
12. Finalize and deliver pilot workshop.	
13. Coordinate, summarize and update the content of the curriculum materials as identified in the pilot workshop.	January 31, 2018
14. Submit updated curriculum materials to the TWG for review.	
15. Submit final versions of the curriculum materials in the format and outputs identified.	February 28, 2018
16. Submit a summary report of recommendations and actions to initiate and implement a Pesticide Applicators Train the Trainer Program in BC.	

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Waiver of Moral Rights	ATTACHED
Appendix 2 – Proposal	ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Marilyn Bader (primary contact)

Revised Schedule B to the General Services Agreement GSAGF2-348 between Her Majesty the Queen in right of the Province of British Columbia, represented by the Minister of Agriculture and Marilyn Bader.

SCHEDULE B – FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Despite sections 2 and 3 of this Schedule, \$85,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement for the term February 16, 2017 to March 21, 2018 (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

2. FEES:

Cost per Task

Table 2 below establishes the fee schedule and amount that will be paid to the Contractor for tasks detailed in Schedule A of this Agreement that are successfully delivered during the February 16, 2017 to March 21, 2018 term.

Table 2

Invoice Date	Tasks	Task Amount
February 24, 2017	1. Participate in a minimum of 2 technical review meetings by telephone and create a meeting summary.	\$5,000.00
March 15, 2017	2. Organize and facilitate 2 regional focus group workshops. 3. Draft consultation report on regional focus group workshops.	\$5,000.00
March 20, 2017	4. Submit the pesticide application education program framework delivery model report.	\$10,000.00
July 15, 2017	5. Develop and submit a draft Phase 2 workplan outline and participate in a Technical Working Group (TWG) meeting. 6. Submit a final workplan for Phase 2.	\$15,000.00
September 30, 2017	7. Develop and submit a draft training framework for Train-the-Trainer workshop. 8. Develop and submit drafts of the proposed training materials.	\$15,000.00
November 30, 2017	9. Conduct a curriculum validation review. 10. Develop and submit a draft pilot workshop outline. 11. Submit updated drafts of the program training materials.	\$15,000.00
February 28, 2018	12. Finalize and deliver pilot workshop. 13. Coordinate, summarize and update the content of curriculum materials. 14. Submit updated curriculum materials to TWG for review. 15. Submit final versions of the curriculum materials in the format and outputs identified. 16. Submit a summary report of recommendations and actions to initiate and implement a Pesticide Applicators Train the Trainer Program in BC.	\$20,000.00

3. EXPENSES:

Expenses: None

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees under this Agreement, the Contractor must deliver to the Province, on the completion date specified for each task in Table 2 in Section 2 of this Schedule B, a written statement of account in a form satisfactory to the Province containing the Contractor's legal name and address;

- (a) the date of the statement;
- (b) the Contractor's calculation of all fees claimed under this Agreement, including a declaration that the Services for which the Contractor claims fees have been completed;
- (c) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (d) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (e) a description of this Agreement to which the statement relates;
- (f) a statement number for identification; and
- (g) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

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GENERAL SERVICES AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: <u>GSAGF2-456</u></i> <i>Solicitation No.(if applicable): <u>RFPGSAGF2-456</u></i> <i>Contractor Information</i> <i>Supplier Name: Kelly Anne Squires dba</i> <i>Blue Turtle Ecological Services</i> <i>Telephone No.: 604-230-0467</i> <i>E-mail Address: squireskellya@gmail.com</i>	<i>Financial Information</i> <i>Client:</i> 130 <i>Responsibility Centre:</i> 29KAQ <i>Service Line:</i> 38525 <i>STOB:</i> 6001 <i>Project:</i> 29KG330 <i>Template version: July 4, 2016</i>

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SCHEDULE A – SERVICES

- Part 1 - Term**
- Part 2 - Services**
- Part 3 - Related Documentation**
- Part 4 - Key Personnel**

SCHEDULE B – FEES AND EXPENSES

- Part 1 - Maximum Amount Payable**
- Part 2 - Fees**
- Part 3 - Expenses**
- Part 4 - Statements of Account**
- Part 5 - Payments Due**

SCHEDULE C – APPROVED SUBCONTRACTOR(S)**SCHEDULE D – INSURANCE****SCHEDULE E – PRIVACY PROTECTION SCHEDULE****SCHEDULE F – ADDITIONAL TERMS****SCHEDULE G – SECURITY SCHEDULE****SCHEDULE H – MARKETING, PUBLICITY AND COMMUNICATIONS**

THIS AGREEMENT is dated for reference the 17th day of February, 2017

BETWEEN:

Kelly Anne Squires *dba* Blue Turtle Ecological Services (the "Contractor") with the following specified address and fax number:
PO Box 194,
Garibaldi Highlands, BC V0N 1T0
Phone: 604-230-0467
Email: squireskellya@gmail.com

AND:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, as represented by the Minister of Agriculture (the "Province") with the following specified address and fax number:

Attn: Lisa Zabek
2nd Floor, 441 Columbia Street
Kamloops, BC V2C 2T3
Email: Lisa.Zabek@gov.bc.ca

The Province wishes to retain the Contractor to provide the services specified in Schedule A and, in consideration for the remuneration set out in Schedule B, the Contractor has agreed to provide those services, on the terms and conditions set out in this Agreement.

As a result, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (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) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor;
- (c) "Material" means the Produced Material and the Received Material;
- (d) "Produced Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are produced by the Contractor or a Subcontractor and includes the Incorporated Material;
- (e) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (f) "Services" means the services described in Part 2 of Schedule A;
- (g) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (h) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Meaning of "record"

1.2 The definition of "record" in the *Interpretation Act* is incorporated into this Agreement and "records" will bear a corresponding meaning.

2 SERVICES

Provision of services

2.1 The Contractor must provide the Services in accordance with this Agreement.

Term

2.2 Regardless of the date of execution or delivery of this Agreement, the Contractor must provide the Services during the Term.

Supply of various items

2.3 Unless the parties otherwise agree in writing, the Contractor must supply and pay for all labour, materials, equipment, tools, facilities, approvals and licenses necessary or advisable to perform the Contractor's obligations under this Agreement, including the license under section 6.4.

Standard of care

2.4 Unless otherwise specified in this Agreement, the Contractor 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.

Standards in relation to persons performing Services

2.5 The Contractor must ensure that all persons employed or retained to perform the Services are qualified and competent to perform them and are properly trained, instructed and supervised.

Instructions by Province

2.6 The Province may from time to time give the Contractor reasonable instructions (in writing or otherwise) as to the performance of the Services. The Contractor must comply with those instructions but, unless otherwise specified in this Agreement, the Contractor may determine the manner in which the instructions are carried out.

Confirmation of non-written instructions

2.7 If the Province provides an instruction under section 2.6 other than in writing, the Contractor may request that the instruction be confirmed by the Province in writing, which request the Province must comply with as soon as it is reasonably practicable to do so.

Effectiveness of non-written instructions

2.8 Requesting written confirmation of an instruction under section 2.7 does not relieve the Contractor from complying with the instruction at the time the instruction was given.

Applicable laws

2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws.

3 PAYMENT

Fees and expenses

3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out in Schedule B:

- (a) the fees described in that Schedule;
- (b) the expenses, if any, described in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
- (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

The Province is not obliged to pay to the Contractor more than the "Maximum Amount" specified in Schedule B on account of fees and expenses.

Statements of accounts

- 3.2 In order to obtain payment of any fees and expenses under this Agreement, the Contractor must submit to the Province a written statement of account in a form satisfactory to the Province upon completion of the Services or at other times described in Schedule B.

Withholding of amounts

- 3.3 Without limiting section 9.1, the Province may withhold from any payment due to the Contractor an amount sufficient to indemnify, in whole or in part, the Province and its employees and agents against any liens or other third-party claims that have arisen or could arise in connection with the provision of the Services. An amount withheld under this section must be promptly paid by the Province to the Contractor upon the basis for withholding the amount having been fully resolved to the satisfaction of the Province.

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor 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.

Currency

- 3.5 Unless otherwise specified in this Agreement, all references to money are to Canadian dollars.

Non-resident income tax

- 3.6 If the Contractor is not a resident in Canada, the Contractor acknowledges that the Province may be required by law to withhold income tax from the fees described in Schedule B and then to remit that tax to the Receiver General of Canada on the Contractor's behalf.

Prohibition against committing money

- 3.7 Without limiting section 13.10(a), the Contractor must not in relation to performing the Contractor's obligations under this Agreement commit or purport to commit the Province to pay any money except as may be expressly provided for in this Agreement.

Refunds of taxes

- 3.8 The Contractor must:
- (a) apply for, and use reasonable efforts to obtain, any available refund, credit, rebate or remission of federal, provincial or other tax or duty imposed on the Contractor as a result of this Agreement that the Province has paid or reimbursed to the Contractor or agreed to pay or reimburse to the Contractor under this Agreement; and
 - (b) immediately on receiving, or being credited with, any amount applied for under paragraph (a), remit that amount to the Province.

4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,
 - i. all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
 - ii. the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual agreements in place and available to enable the Contractor to fully perform the Services, and

- iii. the Contractor holds all permits, licenses, approvals and statutory authorities issued by any government or government agency that are necessary for the performance of the Contractor's obligations under this Agreement; and
- (b) if the Contractor is not an individual,
 - i. the Contractor has the power and capacity to enter into this Agreement and to observe, perform and comply with the terms of this Agreement and all necessary corporate or other proceedings have been taken and done to authorize the execution and delivery of this Agreement by, or on behalf of, the Contractor, and
 - ii. this Agreement has been legally and properly executed by, or on behalf of, the Contractor and is legally binding upon and enforceable against the Contractor in accordance with its terms except as enforcement may be limited by bankruptcy, insolvency or other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

- 5.1 The Contractor must comply with the Privacy Protection Schedule attached as Schedule E.

Security

- 5.2 The Contractor must:

- (a) make reasonable security arrangements to protect the Material from unauthorized access, collection, use, disclosure, alteration or disposal; and
- (b) comply with the Security Schedule attached as Schedule G.

Confidentiality

- 5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:
- (a) as required to perform the Contractor's obligations under this Agreement or to comply with applicable laws;
 - (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
 - (c) if it is information in any Incorporated Material.

Public announcements

- 5.4 Any public announcement relating to this Agreement will be arranged by the Province and, if such consultation is reasonably practicable, after consultation with the Contractor.

Restrictions on promotion

- 5.5 The Contractor must not, without the prior written approval of the Province, refer for promotional purposes to the Province being a customer of the Contractor or the Province having entered into this Agreement.

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

- 6.1 If the Contractor receives a request for access to any of the Material from a person other than the Province, and this Agreement does not require or authorize the Contractor to provide that access, the Contractor must promptly advise the person to make the request to the Province.

Ownership and delivery of Material

- 6.2 The Province exclusively owns all property rights in the Material which are not intellectual property rights. The Contractor must deliver any Material to the Province immediately upon the Province's request.

Matters respecting intellectual property

6.3 Except as described in section 6.3A, the Province exclusively owns all intellectual property rights, including copyright, in:

- (a) Received Material that the Contractor receives from the Province; and
- (b) Produced Material, other than any Incorporated Material.

Upon the Province's request, the Contractor must deliver to the Province documents satisfactory to the Province that irrevocably waive in the Province's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material, other than intellectual property that results from research or development activities, and that confirm the vesting in the Province of the copyright in the Produced Material, other than any Incorporated Material and other than intellectual property that results from research or development activities.

6.3.1 The Contractor exclusively owns all intellectual property resulting from research or development activities under this Agreement, except when the Contractor further disburses Program funding, through a written agreement, to another party to undertake research or development activities (a "Final Recipient"). In those instances, the Contractor must ensure that written agreements with Final Recipients vest in the Final Recipients title to intellectual property resulting from research or development activities.

6.3.2 Upon the Province's request, the Contractor must deliver to a Final Recipient documents satisfactory to the Province that irrevocably waive in the Final Recipient's favour any moral rights which the Contractor (or employees of the Contractor) or a Subcontractor (or employees of a Subcontractor) may have in the Produced Material that is intellectual property that results from research or development activities, and that confirm the vesting in the Final Recipient of the copyright in the Produced Material that is intellectual property that results from research or development activities, other than any Incorporated Material.

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Produced Material that is not intellectual property that results from research or development activities and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

6.4.1 Upon any Incorporated Material being embedded or incorporated in the Produced Material that is intellectual property that results from research or development activities and to the extent that it remains so embedded or incorporated, the Contractor grants to the relevant Final Recipient:

- (a) a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, modify and distribute that Incorporated Material; and
- (b) the right to sublicense to third-parties the right to use, reproduce, modify and distribute that Incorporated Material.

7 RECORDS AND REPORTS**Work reporting**

7.1 Upon the Province's request, the Contractor must fully inform the Province of all work done by the Contractor or a Subcontractor in connection with providing the Services.

Time and expense records

7.2 If Schedule B provides for the Contractor to be paid fees at a daily or hourly rate or for the Contractor to be paid or reimbursed for expenses, the Contractor must maintain time records and books of account, invoices, receipts and vouchers of expenses in support of those payments, in form and content satisfactory to the Province. Unless otherwise specified in this Agreement, the Contractor must retain such documents for a

period of not less than seven years after this Agreement ends.

8 AUDIT

- 8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Material and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any losses, claims, damages, 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, including any claim of infringement of third-party intellectual property rights, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of the Province and the Province's employees and agents.

Insurance

- 9.2 The Contractor must comply with the Insurance Schedule attached as Schedule D.

Workers compensation

- 9.3 Without limiting the generality of section 2.9, the Contractor must comply with, and must ensure that any Subcontractors comply with, all applicable occupational health and safety laws in relation to the performance of the Contractor's obligations under this Agreement, including the *Workers Compensation Act* in British Columbia or similar laws in other jurisdictions.

Personal optional protection

- 9.4 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor 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; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.5 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.3 and 9.4.

10 FORCE MAJEURE

Definitions relating to force majeure

- 10.1 In this section and sections 10.2 and 10.3:
- (a) "Event of Force Majeure" means one of the following events:
 - i. a natural disaster, fire, flood, storm, epidemic or power failure,
 - ii. a war (declared and undeclared), insurrection or act of terrorism or piracy,
 - iii. a strike (including illegal work stoppage or slowdown) or lockout, or
 - iv. a freight embargo
- if the event prevents a party from performing the party's obligations in accordance with this Agreement and is beyond the reasonable control of that party; and

- (b) "Affected Party" means a party prevented from performing the party's obligations in accordance with this Agreement by an Event of Force Majeure.

Consequence of Event of Force Majeure

- 10.2 An Affected Party is not liable to the other party for any failure or delay in the performance of the Affected Party's obligations under this Agreement resulting from an Event of Force Majeure and any time periods for the performance of such obligations are automatically extended for the duration of the Event of Force Majeure provided that the Affected Party complies with the requirements of section 10.3.

Duties of Affected Party

- 10.3 An Affected Party must promptly notify the other party in writing upon the occurrence of the Event of Force Majeure and make all reasonable efforts to prevent, control or limit the effect of the Event of Force Majeure so as to resume compliance with the Affected Party's obligations under this Agreement as soon as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

- 11.1 In this section and sections 11.2 to 11.4:

- (a) "Event of Default" means any of the following:
- i. an Insolvency Event;
 - ii. the Contractor fails to perform any of the Contractor's obligations under this Agreement, or any representation or warranty made by the Contractor in this Agreement is untrue or incorrect; and
- (b) "Insolvency Event" means any of the following:
- i. an order is made, a resolution is passed or a petition is filed, for the Contractor's liquidation or winding up,
 - ii. the Contractor commits an act of bankruptcy, makes an assignment for the benefit of the Contractor's creditors or otherwise acknowledges the Contractor's insolvency,
 - iii. a bankruptcy petition is filed or presented against the Contractor or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor,
 - iv. a compromise or arrangement is proposed in respect of the Contractor under the *Companies' Creditors Arrangement Act* (Canada),
 - v. a receiver or receiver-manager is appointed for any of the Contractor's property, or
 - vi. the Contractor ceases, in the Province's reasonable opinion, to carry on business as a going concern.

Province's options on default

- 11.2 On the happening of an Event of Default, or at any time thereafter, the Province may, at its option, elect to do any one or more of the following:
- (a) by written notice to the Contractor, require that the Event of Default be remedied within a time period specified in the notice;
 - (b) pursue any remedy or take any other action available to it at law or in equity; or
 - (c) by written notice to the Contractor, terminate this Agreement with immediate effect or on a future date specified in the notice, subject to the expiration of any time period specified under section 11.2(a).

Delay not a waiver

- 11.3 No failure or 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.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 10 days' written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and
 - (b) the Contractor must, within 30 days of such termination, repay to the Province any paid portion of the fees and expenses described in Schedule B which corresponds with the portion of the Services that the Province has notified the Contractor in writing was not completed to the Province's satisfaction before termination of this Agreement.

Discharge of liability

- 11.6 The payment by the Province of the amount described in section 11.5(a) discharges the Province from all liability to make payments to the Contractor under this Agreement.

Notice in relation to Events of Default

- 11.7 If the Contractor becomes aware that an Event of Default has occurred or anticipates that an Event of Default is likely to occur, the Contractor must promptly notify the Province of the particulars of the Event of Default or anticipated Event of Default. A notice under this section as to the occurrence of an Event of Default must also specify the steps the Contractor proposes to take to address, or prevent recurrence of, the Event of Default. A notice under this section as to an anticipated Event of Default must specify the steps the Contractor proposes to take to prevent the occurrence of the anticipated Event of Default.

12 DISPUTE RESOLUTION**Dispute resolution process**

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;
 - (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
 - (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

Location of arbitration or mediation

- 12.2 Unless the parties otherwise agree in writing, an arbitration or mediation under section 12.1 will be held in Victoria, British Columbia.

Costs of mediation or arbitration

- 12.3 Unless the parties otherwise agree in writing or, in the case of an arbitration, the arbitrator otherwise orders, the parties must share equally the costs of a mediation or arbitration under section 12.1 other than those costs relating to the production of expert evidence or representation by counsel.

13 MISCELLANEOUS**Delivery of notices**

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:
- (a) by fax to the addressee's fax number specified on the first page of this Agreement, in which case it will be deemed to be received on the day of transmittal unless transmitted after the normal business hours of the addressee or on a day that is not a Business Day, in which cases it will be deemed to be received on the next following Business Day;
 - (b) by hand to the addressee's address specified on the first page of this Agreement, in which case it will be deemed to be received on the day of its delivery; or

- (c) by prepaid post to the addressee's address specified on the first page of this Agreement, in which case if mailed during any period when normal postal services prevail, it will be deemed to be received on the fifth Business Day after its mailing.

Change of address or fax number

- 13.2 Either party may from time to time give notice to the other party of a substitute address or fax number, which from the date such notice is given will supersede for purposes of section 13.1 any previous address or fax number specified for the party giving the notice.

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights under this Agreement without the Province's prior written consent.

Subcontracting

- 13.4 The Contractor must not subcontract any of the Contractor's obligations under this Agreement to any person without the Province's prior written consent, excepting persons listed in the attached Schedule C. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
 - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

Waiver

- 13.5 A waiver of any term or breach of this Agreement is effective only if it is in writing and signed by, or on behalf of, the waiving party and is not a waiver of any other term or breach.

Modifications

- 13.6 No modification of this Agreement is effective unless it is in writing and signed by, or on behalf of, the parties.

Entire agreement

- 13.7 This Agreement (including any modification of it) constitutes the entire agreement between the parties as to performance of the Services.

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.4, 7.1, 7.2, 8.1, 9.1, 9.2, 9.5, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules) are part of this Agreement.

Independent contractor

- 13.10 In relation to the performance of the Contractor's obligations under this Agreement, the Contractor is an independent contractor and not:
- (a) an employee or partner of the Province; or
 - (b) an agent of the Province except as may be expressly provided for in this Agreement.

The Contractor must not act or purport to act contrary to this section.

Personnel not to be employees of Province

- 13.11 The Contractor must not do anything that would result in personnel hired or used by the Contractor or a Subcontractor in relation to providing the Services being considered employees of the Province.

Key Personnel

- 13.12 If one or more individuals are specified as "Key Personnel" of the Contractor in Part 4 of Schedule A, the Contractor must cause those individuals to perform the Services on the Contractor's behalf, unless the Province otherwise approves in writing, which approval must not be unreasonably withheld.

Pertinent information

- 13.13 The Province must make available to the Contractor all information in the Province's possession which the Province considers pertinent to the performance of the Services.

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a conflict of interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement.

Time

- 13.15 Time is of the essence in 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.

Conflicts among provisions

- 13.16 Conflicts among provisions of this Agreement will be resolved as follows:
- (a) a provision in the body of this Agreement will prevail over any conflicting provision in, attached to or incorporated by reference into a schedule, unless that conflicting provision expressly states otherwise; and
 - (b) a provision in a schedule will prevail over any conflicting provision in a document attached to or incorporated by reference into a schedule, unless the schedule expressly states otherwise.

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor 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.

Remainder not affected by invalidity

- 13.18 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.

Further assurances

- 13.19 Each party must perform the acts, execute and deliver the writings, and give the assurances as may be reasonably necessary to give full effect to this Agreement.

Additional terms

- 13.20 Any additional terms set out in the attached Schedule F apply to this Agreement.

Governing law

- 13.21 This Agreement is governed by, and is to be interpreted and construed in accordance with, the laws applicable in British Columbia.

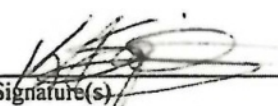
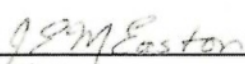
14 INTERPRETATION
14.1 In this Agreement:

- (a) "includes" and "including" are not intended to be limiting;
- (b) unless the context otherwise requires, references to sections by number are to sections of this Agreement;
- (c) the Contractor and the Province are referred to as "the parties" and each of them as a "party";
- (d) "attached" means attached to this Agreement when used in relation to a schedule;
- (e) unless otherwise specified, a reference to a statute by name means the statute of British Columbia by that name, as amended or replaced from time to time;
- (f) the headings have been inserted for convenience of reference only and are not intended to describe, enlarge or restrict the scope or meaning of this Agreement or any provision of it;
- (g) "person" includes an individual, partnership, corporation or legal entity of any nature; and
- (h) unless the context otherwise requires, words expressed in the singular include the plural and *vice versa*.

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1** 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 method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

SIGNED on the <u>15th</u> day of <u>Feb</u> , 20 <u>17</u> by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):	SIGNED on the <u>16</u> day of <u>February</u> , 20 <u>17</u> on behalf of the Province by its duly authorized representative:
Signature(s) 	Signature 
Print Name(s) <u>Kelly Anne Squires</u>	Print Name <u>Jane E. M. Easton</u>
Print Title(s) <u>PhD</u>	Print Title <u>Executive Director, TASB</u>

SCHEDULE A – SERVICES**PART 1. TERM:**

1. Subject to section 2 of this Part 1. The term of this Agreement commences on February 17, 2017 and ends on May 31, 2017.
2. The term of Phase 1 of this Agreement commences on February 13, 2017 and ends on March 31, 2017. Work must not proceed on Phase 2 until satisfactory completion of Phase 1 deliverables, funding is appropriated, and permission has been received in writing from the Province. Phase 2 is conditional depending on the availability of funding. The term of Phase 2 of this Agreement will commence on April 1, 2017 and end on May 31, 2017

PART 2. SERVICES:**Background**

Silvopasture is an agroforestry system which intentionally integrates livestock, forage and timber management on the same site. It blends agriculture, forestry and conservation objectives and practices, resulting in economic, social and environmental benefits. In BC there is an opportunity for silvopasture applications, supplementary to conventional operational forestry and range management. Gaps in existing information need to be addressed to provide producers and resource managers with the tools and information needed to assess silvopasture as a management option.

This project forms one of the elements of a larger suite of projects with the overall objectives of:

- Creating a suite of silvopasture beneficial management practices (BMPs) as an adaptive management approach to environmental stewardship and as a mechanism for enhancing competitiveness of the agri-food sector.
- Evaluating the effectiveness of the BMP tools used within a silvopasture.
- Developing, calibrating and extending decision-aids to producers.

The southern Silvopasture Pilot project, located in the District of Lake Country, intentionally integrates livestock, forage and timber management for the purposes of enhanced total productivity, diversification of commodities and short and long-term income streams, aesthetics, carbon sequestration and riparian stewardship. The design incorporates timber retention patches, two seedling stocking densities, agronomic forages, off-stream waterers and post-harvest debris used as riparian protection structures.

One of the major objectives of the pilot is to evaluate silvopasture incorporating off-stream water developments and agronomic forages as a management tool for reducing cattle use of watershed riparian areas. As part of the evaluation of the potential for silvopasture to attract animals away from riparian corridors, a subset of animals from a 300 cow-calf herd were fit with GPS collars to track movement and habitat use.

Objective

The objective of this contract is to analyze the geo-spatial data collected through cattle fit with GPS collars as part of the Southern Silvopasture Pilot. The information of interest relates to: i) relative habitat utilization (e.g., riparian, young forest stands, mature forest stands, roadways, landings) within the larger grazing unit; ii) effectiveness of the designed silvopasture pilot area; and, iii) effectiveness of features implemented as part of the design (e.g. shade structures away from riparian zones; riparian-protection debris structures).

Outputs

Phase 1 – Data synthesis and analysis– FY 2016/2017

The Contractor must

Stage 1 – Data collation and preliminary mapping

1. Review GPS collar data provided by the Province, clean and prepare the dataset for mapping, geo-spatial and statistical analyses.
2. Meet (teleconference or web meeting) with a technical working group to develop a preliminary analysis plan.
3. Build a GIS geodatabase in ArcGIS 10.3 with interpretive layers including (but not limited to) forest cover, hydrology, elevation, roads, silvopasture units and features, NDVI, and riparian corridors.
4. Develop maps and tracks for individual animals by season and year, animal home ranges and summaries of seasonal and diurnal patterns.
5. Meet (web meeting) with technical working group, industry and regional FLNRO project staff to incorporate industry- and land-manager interests into the analysis plan.

Stage 2 – Habitat modelling and statistical analysis

6. Conduct habitat modelling across the grazing unit.
7. Conduct statistical analyses of silvopasture effectiveness.
8. Develop and deliver a Phase 1 project package to the Province [delivery via email or USB stick; format as agreed upon by the Contractor and the Province, and which may be comprised of, but not limited to, associated separate files in the following formats: MSWord, MSEXcel, shape, PDF, JPG, TIFF] including:
 - a. GPS collar dataset cleaned of location errors, with grazing and resting locations categorized;
 - b. ArcGIS 10.3 geodatabase as described in 3;
 - c. maps and tracks of animal home ranges as described in 4; and,
 - d. a draft report including detailed methods, results, model selection, parameter estimates, discussion of inferences drawn from analyses, maps, figures, ArcGIS scripts and statistical package code used.

Phase 2 – Habitat selection and final reporting – FY 2017/2018

Phase 2 is conditional on the availability of funding and satisfactory completion of Phase 1 deliverables.

The Contractor must

9. Meet (web meeting) with the technical working group to review Phase 1 deliverables.
10. Integrate technical working group input into draft deliverables.
11. Conduct modelling of riparian use across the grazing unit, and mapping of habitat selection.
12. Deliver a draft final project package to the Province [delivery via email or USB stick; format as agreed upon by the Contractor and the Province, and which may be comprised of, but not limited to, associated separate files in the following formats: MSWord, MSEXcel, shape, PDF, JPG, TIFF] including:
 - e. Resource selection function map showing high to low probability of selection by cows across the grazing unit.
 - f. Draft report formatted for peer-review journal publication.
13. Meet (web meeting) with the technical working group to review draft deliverables.
14. Deliver a final project package comprised of:
 - a. an updated Phase 1 project package;
 - b. phase 2 project package elements as described in 12, and incorporating technical working group feedback; and,
 - c. recommendations for next-steps.

Inputs

The Contractor must utilize the equipment, personnel and materials necessary to deliver the Services.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Increased adoption of integrated resource management strategies.
- Increased sector awareness and access to management tools.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Phase 1 Data synthesis and analysis - Prior to March 31, 2017.

Deliverable	Completed/Submitted By
Draft analysis plan, ArcGIS geodatabase and maps as described in this Schedule A, Outputs, Phase 1, activities 1 through 5.	March 8, 2017
Draft project package as described in this Schedule A, Outputs, Phase 1, activity 8.	March 24, 2017

Phase 2 Habitat selection and final reporting - April 1, 2017 to May 31, 2017.

Phase 2 is conditional on the availability of funding and satisfactory completion of Phase 1 deliverables.

Deliverable	Completed/Submitted By
Report package as described in this Schedule A, Outputs, Phase 2, activity 14.	May 19, 2017

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED
Appendix 4 – Waiver of Moral Rights	ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Kelly Squires, RPBio, PhD

SCHEDULE B – FEES AND EXPENSES
1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Subject to i) and ii) below, despite sections 2 and 3 of this Schedule \$20,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

- i) \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees as described in Schedule A and expenses under Phase 1 of this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement). The term of Phase 1 of this Agreement commences on February 17, 2017 and ends on March 31, 2017
- ii) \$5,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees as described in Schedule A and expenses under Phase 2 of this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement). The term of Phase 2 of this Agreement will commence on April 1, 2017 and end on May 31 2017.

2. FEES:

Rate per Unit/Deliverable

Fees: at the following rate for each deliverable provided by the Contractor as Services during the Term:

Phase 1 Data synthesis and analysis - Prior to March 31, 2017.

Deliverable	Completed/ Submitted By	Price
Draft analysis plant, ArcGIS geodatabase and maps as described in this Schedule A, Outputs, Phase 1, activities 1 through 5.	March 8, 2017	\$7,500
Draft project package as described in this Schedule A, Outputs, Phase 1, activity 8.	March 24, 2017	\$7,500

Phase 2 Habitat selection and final reporting - April 1, 2017 to May 31, 2017.

Deliverable	Completed/ Submitted By	Price
Report package as described in this Schedule A, Outputs, Phase 2, activity 14.	May 19, 2017	\$5,000

3. EXPENSES:

Expenses: None.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees and expenses under this Agreement for each billing date as identified in Section 2 of this Schedule B (each a "Billing Period"), the Contractor must deliver to the Province, on the date specified for each deliverable in Section 2 of this Schedule B, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

SCHEDULE C – APPROVED SUBCONTRACTOR(S)

Not applicable.

SCHEDULE D – INSURANCE

1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada 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.
 - (b) Professional Liability in an amount not less than \$2,000,000.00 per claim, insuring the Contractor's liability resulting from errors and omissions in the performance of professional services under this Agreement and this insurance must be endorsed to provide the Province 30 days advance written notice of cancellation.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor 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 Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

SCHEDULE E – PRIVACY PROTECTION SCHEDULE

Not applicable.

SCHEDULE F – ADDITIONAL TERMS

Not applicable.

SCHEDULE G – SECURITY SCHEDULE**Definitions**

1. In this Schedule,
 - (a) "Equipment" means any equipment, including interconnected systems or subsystems of equipment, software and networks, used or to be used by the Contractor to provide the Services;
 - (b) "Facilities" means any facilities at which the Contractor provides or is to provide the Services;
 - (c) "Information" means information
 - i. in the Material, or
 - ii. accessed, produced or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement;
 - (d) "Record" means a "record" as defined in the *Interpretation Act*;
 - (e) "Sensitive Information" means
 - i. Information that is "personal information" as defined in the *Freedom of Information and Protection of Privacy Act*, or
 - ii. any other Information specified as "Sensitive Information" in Appendix G6, if attached; and
 - (f) "Services Worker" means an individual involved in providing the Services for or on behalf of the Contractor and, for greater certainty, may include
 - i. the Contractor or a subcontractor if an individual, or
 - ii. an employee or volunteer of the Contractor or of a subcontractor.

Schedule contains additional obligations

2. The obligations of the Contractor in this Schedule are in addition to any other obligations in the Agreement or the schedules attached to it relating to security including, without limitation, the obligations of the Contractor in the Privacy Protection Schedule, if attached.

Services Worker confidentiality agreements

3. The Contractor must not permit a Services Worker who is an employee or volunteer of the Contractor to have access to Sensitive Information unless the Services Worker has first entered into a confidentiality agreement with the Contractor to keep Sensitive Information confidential on substantially similar terms as those that apply to the Contractor under the Agreement.

Services Worker security screening

4. The Contractor may only permit a Services Worker who is an employee or a volunteer of the Contractor to have access to Sensitive Information or otherwise be involved in providing the Services if, after having subjected the Services Worker to the personnel security screening requirements set out in Appendix G1 and any additional requirements the Contractor may consider appropriate, the Contractor is satisfied that the Services Worker does not constitute an unreasonable security risk. The Contractor must create, obtain and retain Records documenting the Contractor's compliance with the security screening requirements set out in Appendix G1 in accordance with the provisions of that appendix.

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and
 - (b) other matters specified by the Province in writing for the purposes of this section.

6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
- (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - i. being used by the Contractor to provide the Services, or
 - ii. that may be used by someone to access Information

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.

8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

9. The Contractor must:
- (a) create, maintain and follow a documented process for limiting access to Sensitive Information to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons; and
 - (b) comply with the information access control requirements set out in Appendix G3, if attached.

Integrity of Information

10. The Contractor must:
- (a) create, maintain and follow a documented process for maintaining the integrity of Information while possessed or accessed by the Contractor; and
 - (b) comply with the information integrity requirements set out in Appendix G4, if attached.
11. For the purposes of section 10, maintaining the integrity of Information means that, except to the extent expressly authorized by the Agreement or approved in writing by the Province, the Information has:
- (a) remained as complete as when it was acquired or accessed by the Contractor; and
 - (b) not been altered in any material respect.

Documentation of changes to processes

12. The Contractor must create and maintain detailed Records logging any changes it makes to the processes described in sections 7, 9 and 10.

Notice of security breaches

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
 - (b) unauthorized access to Facilities or Equipment
- has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

14. If the Province decides to conduct a review of a matter described in section 13 (whether or not the matter came to the attention of the Province as a result of a notification under section 13), the Contractor must, on the request of the Province, participate in the review to the extent that it is reasonably practicable for the Contractor to do so.

Retention of Records

15. Unless the Agreement otherwise specifies, the Contractor must retain all Records in the Contractor's possession that contain Information until directed by the Province in writing to dispose of them or deliver them as specified in the direction.

Storage of Records

16. Until disposed of or delivered in accordance with section 15, the Contractor must store any Records in the Contractor's possession that contain Information in accordance with the provisions of Appendix G5, if attached.

Audit

17. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy:
- (a) any Records in the possession of the Contractor containing Information; or
 - (b) any of the Contractor's Information management policies or processes (including the processes described in sections 7, 9 and 10 and the logs described in sections 5 and 12) relevant to the Contractor's compliance with this Schedule
- and the Contractor must permit, and provide reasonable assistance to the exercise by the Province of the Province's rights under this section.

Termination of Agreement

18. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Contractor, terminate the Agreement by giving written notice of such termination to the Contractor, upon any failure of the Contractor to comply with this Schedule in a material respect.

Interpretation

19. In this Schedule, unless otherwise specified:
- (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.
20. Any reference to the "Contractor" in this Schedule includes any subcontractor retained by the Contractor to perform obligations under the Agreement and the Contractor must ensure that any such subcontractors comply with this Schedule.
21. The appendices attached to this Schedule are part of this Schedule.
22. If there is a conflict between a provision in an appendix attached to this Schedule and any other provision of this Schedule, the provision in the appendix is inoperative to the extent of the conflict unless the appendix states that it operates despite a conflicting provision of this Schedule.
23. If there is a conflict between:
- (a) a provision of the Agreement, this Schedule or an appendix attached to this Schedule; and
 - (b) a documented process required by this Schedule to be created or maintained by the Contractor
- the provision of the Agreement, Schedule or appendix will prevail to the extent of the conflict.
24. The obligations of the Contractor in this Schedule will survive the termination of the Agreement.

SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor to determine whether or not a Services Worker constitutes an unreasonable security risk.

Verification of name, date of birth and address

1. The Contractor must verify the name, date of birth and current address of a Services Worker by viewing at least one piece of “primary identification” of the Services Worker and at least one piece of “secondary identification” of the Services Worker,* as described in the table following this section. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records. For a Services Worker from another province or jurisdiction, reasonably equivalent identification documents are acceptable.

Primary Identification	Secondary Identification
Issued by ICBC: <ul style="list-style-type: none"> • B.C. driver’s licence or learner’s licence (must have photo) • B.C. Identification (BCID) card Issued by provincial or territorial government: <ul style="list-style-type: none"> • Canadian birth certificate Issued by Government of Canada: <ul style="list-style-type: none"> • Canadian Citizenship Card • Permanent Resident Card • Canadian Record of Landing/Canadian Immigration Identification Record 	<ul style="list-style-type: none"> • School ID card (student card) • Bank card (only if holder’s name is on card) • Credit card (only if holder’s name is on card) • Passport • Foreign birth certificate (a baptismal certificate is not acceptable) • Canadian or U.S. driver’s licence • Naturalization certificate • Canadian Forces identification • Police identification • Foreign Affairs Canada or consular identification • Vehicle registration (only if owner’s signature is shown) • Picture employee ID card • Firearms Acquisition Certificate • Social Insurance Card (only if has signature strip) • B.C. CareCard • Native Status Card • Parole Certificate ID • Correctional Service Conditional Release Card

*It is not necessary that each piece of identification viewed by the Contractor contains the name, date of birth and current address of the Services Worker. It is sufficient that, in combination, the identification viewed contains that information.

Verification of education and professional qualifications

2. The Contractor must verify, by reasonable means, any relevant education and professional qualifications of a Services Worker, obtain or create, as applicable, Records of all such verifications, and retain a copy of those Records.

Verification of employment history and reference checks

3. The Contractor must verify, by reasonable means, any relevant employment history of a Services Worker, which will generally consist of the Contractor requesting that a Services Worker provide employment references and the Contractor contacting those references. If a Services Worker has no relevant employment history, the Contractor must seek to verify the character or other relevant personal characteristics of the Services Worker by requesting the Services Worker to provide one or more personal references and contacting those references. The Contractor must obtain or create, as applicable, Records of all such verifications and retain a copy of those Records.

Security interview

4. The Contractor must allow the Province to conduct a security-focused interview with a Services Worker if the Province identifies a reasonable security concern and notifies the Contractor it wishes to do so.

SCHEDULE G – Appendix G6 – Sensitive Information

In addition to the information described in Section 1(e)(i) of this Schedule, the following information is specified as “Sensitive Information” for the purposes of this Schedule:

- (a) Cattle location and sensor data collected via GPS collars placed on a subset of animals in a 300 cow-calf herd in the Southern Interior of BC. Data covers periods during the 2011, 2012, 2013, 2014 and 2015 grazing seasons.

SCHEDULE H – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The Contractor must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Services as the Province requests.
2. The Contractor must not provide any media releases, promotional materials or communications in a public forum with respect to the Services except if they have been approved in advance by the Province.
3. The Contractor must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other publications produced by the Contractor and related to the Services, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the Contractor must submit the proposed template for the advertisement to the Province identifying the media where the Contractor intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

MODIFICATION AGREEMENT #2**BETWEEN**

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by
the Minister of Agriculture
(the "Province")

AND

Kelly Anne Squires *dba* Blue Turtle Ecological Services
PO Box 194,
Garibaldi Highlands, BC V0N 1T0
Phone: 604-230-0467
Email: squireskellya@gmail.com
(the "Contractor")

BACKGROUND

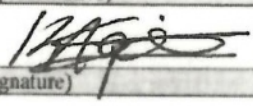
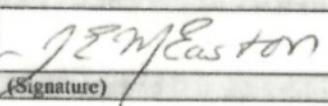
- A. The parties entered into a General Services Agreement - GSAGF2-456 – dated February 17, 2017.
- B. The parties modified that Agreement on May 24, 2017.
- C. The parties have agreed to modify the Agreement, dated for reference July 17, 2017.

AGREEMENT

The parties agree as follows:

- 1) Effective July 17, 2017, the document attached to this agreement and entitled "Revised Schedule A to the General Services Agreement between Her Majesty the Queen in right of the Province of British Columbia and Kelly Anne Squires *dba* Blue Turtle Ecological Services" replaces the Schedule A attached to the Agreement.
- 2) Effective July 17, 2017, the document attached to this agreement and entitled "Revised Schedule B to the General Services Agreement between Her Majesty the Queen in right of the Province of British Columbia and Kelly Anne Squires *dba* Blue Turtle Ecological Services" replaces the Schedule B attached to the Agreement.

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Contractor or an Authorized Representative of the Contractor.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Kelly Anne Squires PhD	Joan Easton, Executive Director, Innovation and Adaptation Services Branch
(Print Name of Contractor or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
July 12 2017	July 12, 2017
(Date)	(Date)

Revised Schedule A to the General Services Agreement between Her Majesty the Queen in right of
the Province of British Columbia and Kelly Anne Squires dba Blue Turtle Ecological Services

SCHEDULE A – SERVICES

PART 1. TERM:

1. Subject to section 2 of this Part 1. The term of this Agreement commences on February 17, 2017 and ends on October 3, 2017.
2. The term of Phase 1 of this Agreement commences on February 13, 2017 and ends on March 31, 2017. Work must not proceed on Phase 2 until satisfactory completion of Phase 1 deliverables, funding is appropriated, and permission has been received in writing from the Province. Phase 2 is conditional depending on the availability of funding. The term of Phase 2 of this Agreement will commence on April 1, 2017 and ends on October 3, 2017.

PART 2. SERVICES:

Background

Silvopasture is an agroforestry system which intentionally integrates livestock, forage and timber management on the same site. It blends agriculture, forestry and conservation objectives and practices, resulting in economic, social and environmental benefits. In BC there is an opportunity for silvopasture applications, supplementary to conventional operational forestry and range management. Gaps in existing information need to be addressed to provide producers and resource managers with the tools and information needed to assess silvopasture as a management option.

This project forms one of the elements of a larger suite of projects with the overall objectives of:

- Creating a suite of silvopasture beneficial management practices (BMPs) as an adaptive management approach to environmental stewardship and as a mechanism for enhancing competitiveness of the agri-food sector.
- Evaluating the effectiveness of the BMP tools used within a silvopasture.
- Developing, calibrating and extending decision-aids to producers.

The southern Silvopasture Pilot project, located in the District of Lake Country, intentionally integrates livestock, forage and timber management for the purposes of enhanced total productivity, diversification of commodities and short and long-term income streams, aesthetics, carbon sequestration and riparian stewardship. The design incorporates timber retention patches, two seedling stocking densities, agronomic forages, off-stream waterers and post-harvest debris used as riparian protection structures.

One of the major objectives of the pilot is to evaluate silvopasture incorporating off-stream water developments and agronomic forages as a management tool for reducing cattle use of watershed riparian areas. As part of the evaluation of the potential for silvopasture to attract animals away from riparian corridors, a subset of animals from a 300 cow-calf herd were fit with GPS collars to track movement and habitat use.

Objective

The objective of this contract is to analyze the geo-spatial data collected through cattle fit with GPS collars as part of the Southern Silvopasture Pilot. The information of interest relates to: i) relative habitat utilization (e.g., riparian, young forest stands, mature forest stands, roadways, landings) within the larger grazing unit; ii) effectiveness of the designed silvopasture pilot area; and, iii) effectiveness of features implemented as part of the design (e.g. shade structures away from riparian zones; riparian-protection debris structures).

Outputs

Phase 1 – Data synthesis and analysis– FY 2016/2017

The Contractor must

Stage 1 – Data collation and preliminary mapping

1. Review GPS collar data provided by the Province, clean and prepare the dataset for mapping, geo-spatial and statistical analyses.
2. Meet (teleconference or web meeting) with a technical working group to develop a preliminary analysis plan.

3. Build a GIS geodatabase in ArcGIS 10.3 with interpretive layers including (but not limited to) forest cover, hydrology, elevation, roads, silvopasture units and features, NDVI, and riparian corridors.
4. Develop maps and tracks for individual animals by season and year, animal home ranges and summaries of seasonal and diurnal patterns.
5. Meet (web meeting) with technical working group, industry and regional FLNRO project staff to incorporate industry- and land-manager interests into the analysis plan.

Stage 2 – Habitat modelling and statistical analysis

6. Conduct habitat modelling across the grazing unit.
7. Conduct statistical analyses of silvopasture effectiveness.
8. Develop and deliver a Phase 1 project package to the Province [delivery via email or USB stick; format as agreed upon by the Contractor and the Province, and which may be comprised of, but not limited to, associated separate files in the following formats: MSWord, MS Excel, shape, PDF, JPG, TIFF] including:
 - a. GPS collar dataset cleaned of location errors, with grazing and resting locations categorized;
 - b. ArcGIS 10.3 geodatabase as described in 3;
 - c. maps and tracks of animal home ranges as described in 4; and,
 - d. a draft report including detailed methods, results, model selection, parameter estimates, discussion of inferences drawn from analyses, maps, figures, ArcGIS scripts and statistical package code used.

Phase 2 – Habitat selection and final reporting – FY 2017/2018

Phase 2 is conditional on the availability of funding and satisfactory completion of Phase 1 deliverables.

The Contractor must:

9. Meet (web meeting) with the technical working group to review Phase 1 deliverables.
10. Integrate technical working group input into draft deliverables.
11. Conduct modelling of riparian use within and adjacent to clear-cuts across the spring and summer grazing units.
12. Conduct modelling and develop relationships of cattle use to clear-cut and forest land cover categories (e.g. clear-cut or forest age, canopy closure).
13. Derive empirical estimates of animal time spent in land cover types such as wetlands, streams, riparian areas, mature forest, and clear-cuts across the spring and summer grazing units.
14. Develop track maps of cattle interactions with stream riparian zones and wetlands across the spring and summer grazing units.
15. Produce a geo-referenced map of cattle interactions with riparian-protection debris structures within the silvopasture units.
16. Deliver a draft final project package to the Province [delivery via email or USB stick; format as agreed upon by the Contractor and the Province, and which may be comprised of, but not limited to, associated separate files in the following formats: MSWord, MS Excel, shape, PDF, JPG, TIFF] including:
 - e. resource selection mapping showing high probability of selection by cows across the grazing unit.
 - f. maps and tracks of animals as described in 14 and 15; and,
 - g. a draft report including detailed methods, results, cattle-habitat-use relationships, empirical estimates, discussion of inferences drawn from analyses, maps, figures, ArcGIS scripts and statistical package code used
17. Meet (web meeting) with the technical working group to review draft deliverables.
18. Deliver a final project package comprised of:
 - a. an updated Phase 1 project package;
 - b. phase 2 project package elements as described in 16, and incorporating technical working group feedback; and,
 - c. recommendations for next-steps.

Inputs

The Contractor must utilize the equipment, personnel and materials necessary to deliver the Services.

Outcomes

Through the delivery of the Services the Province wishes to realize the following outcomes and, without limiting the obligation of the Contractor to comply with other provisions of this Part, the Contractor must use commercially reasonable efforts to achieve them:

- Increased adoption of integrated resource management strategies.
- Increased sector awareness and access to management tools.

The parties acknowledge that the Contractor does not warrant that these outcomes will be achieved.

Reporting requirements

Phase 1 Data synthesis and analysis - Prior to March 31, 2017.

Deliverable	Completed/Submitted By
Draft analysis plan, ArcGIS geodatabase and maps as described in this Schedule A, Outputs, Phase 1, activities 1 through 5.	March 8, 2017
Draft project package as described in this Schedule A, Outputs, Phase 1, activity 8.	March 24, 2017

Phase 2 Habitat selection and final reporting - April 1, 2017 to October 3, 2017.

Phase 2 is conditional on the availability of funding and satisfactory completion of Phase 1 deliverables.

Deliverable	Completed/Submitted By
Draft report incorporating technical working group feedback as described in activity 10. Interim results of riparian use modelling as described in 11; and, geo-referenced map as described in 15.	July 21, 2017
Final report package as described in this Schedule A, Outputs, Phase 2, activity 18.	September 25, 2017

PART 3. RELATED DOCUMENTATION:

1. The Contractor must perform the Services in accordance with the obligations set out in this Schedule A including any engagement letter, Solicitation document excerpt, proposal excerpt or other documentation attached as an Appendix to, or specified as being incorporated by reference in, this Schedule.
2. The following are Appendices to this Schedule A:

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – Proposal excerpt	ATTACHED
Appendix 4 – Waiver of Moral Rights	ATTACHED

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Kelly Squires, RPBio, PhD

**Revised Schedule B to the General Services Agreement between Her Majesty the Queen in right of
the Province of British Columbia and Kelly Anne Squires dba Blue Turtle Ecological Services**

SCHEDULE B – FEES AND EXPENSES

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: Subject to i) and ii) below, despite sections 2 and 3 of this Schedule \$25,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

- i) \$15,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees as described in Schedule A and expenses under Phase 1 of this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement). The term of Phase 1 of this Agreement commences on February 17, 2017 and ends on March 31, 2017
- ii) \$10,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees as described in Schedule A and expenses under Phase 2 of this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement). The term of Phase 2 of this Agreement will commence on April 1, 2017 and end on October 3, 2017.

2. FEES:

Rate per Unit/Deliverable

Fees: at the following rate for each deliverable provided by the Contractor as Services during the Term:

Phase 1 Data synthesis and analysis - Prior to March 31, 2017.

Deliverable	Completed / Submitted By	Price
Draft analysis plan, ArcGIS geodatabase and maps as described in this Schedule A, Outputs, Phase 1, activities 1 through 5.	March 8, 2017	\$7,500
Draft project package as described in this Schedule A, Outputs, Phase 1, activity 8.	March 24, 2017	\$7,500

Phase 2 Habitat selection and final reporting - April 1, 2017 to October 3, 2017.

Deliverable	Completed/ Submitted By	Price
Draft report incorporating technical working group feedback as described in activity 10. Interim results of riparian use modelling as described in 11; and, geo-referenced map as described in 15..	July 21, 2017	\$5,000
Final report package as described in this Schedule A, Outputs, Phase 2, activity18.	September 25, 2017	\$5,000

3. EXPENSES:

Expenses: None.

4. STATEMENTS OF ACCOUNT:

Statements of Account: In order to obtain payment of any fees under this Agreement for each billing date as identified in Section 2 of this Schedule B (each a "Billing Period"), the Contractor must deliver to the Province, on the date specified for each deliverable in Section 2 of this Schedule B, a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement;
- (c) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all (units/deliverables) provided during the Billing Period for which the Contractor claims fees and a description of applicable fee rates;
- (d) a chronological listing, in reasonable detail, of any expenses claimed by the Contractor with receipts attached, if applicable, and, if the Contractor is claiming reimbursement of any GST or other applicable taxes paid or payable by the Contractor in relation to those expenses, a description of any credits, rebates, refunds or remissions the Contractor is entitled to from the relevant taxation authorities in relation to those taxes;
- (e) the Contractor's calculation of all applicable taxes payable by the Province in relation to the Services;
- (f) a description of this Agreement to which the statement relates;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

5. PAYMENTS DUE:

Payments Due: Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

SHARED COST ARRANGEMENT

THIS AGREEMENT is dated for reference the 7th day of March, 2014.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Agriculture
(the "Province")

AND

B. C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION,
#230 - 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")

The parties to this Agreement agree as follows:

SECTION 1 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 1.01 The Province must provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule B in order to provide the services (the "Services") during the term (the "Term"), both described in Schedule A.
- 1.02 Notwithstanding any other provision of this Agreement, the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to
- (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; 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 subparagraph (a) of this paragraph.
- 1.03 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, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule B.

1.04 Paragraph 1.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

2.01. The Recipient represents and warrants to the Province with the intent that the Province rely on it 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 true and correct;
- (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 applicable to or binding on it or its operations.

2.02 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 by it are representations and warranties by the Recipient under this Agreement.

2.03 All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied upon by the Province, and continue in effect during the continuation of this Agreement.

SECTION 3 - RELATIONSHIP

3.01 No partnership, joint venture, agency or other legal entity is created by this Agreement or any actions of the parties pursuant to this Agreement.

3.02 The Recipient is an independent contractor and not the servant, employee or agent of the Province.

3.03 The Recipient must not commit or purport to commit the Province to the payment of money to any person, firm or corporation.

3.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient must comply with those instructions, but is

not subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 4 - RECIPIENT'S OBLIGATIONS

4.01 The Recipient must

- (a) carry out the Services in accordance with the terms stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) not represent itself as a partner or agent of Canada or the Province;
- (g) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement as the Province requests; and,
- (h) carry out the communications activities in accordance with Schedule E.

SECTION 5 - RECORDS

5.01 The Recipient must

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) create and maintain a case file for each participant in the Program, including information as required to comply with reporting criteria outlined in Schedule A (if applicable); and
- (d) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records, including

original supporting documents, referred to in sub-paragraphs (a), (b), and (c) of this paragraph.

- 5.02 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.

SECTION 6 - STATEMENTS AND ACCOUNTING

- 6.01 Within 3 months of being requested to do so by the Province, the Recipient must
- (a) provide financial statement(s) for the Recipient's last fiscal year, prepared by a recognized accounting firm, covering the Term of this Agreement;
 - (b) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province; and
 - (c) complete and submit to the Province Federal-Provincial cost sharing forms, as applicable.
- 6.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term
- (a) must be returned by the Recipient to the Minister of Finance;
 - (b) may be retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) may be deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 7 - REPORTS

- 7.01 Upon the Province's request, the Recipient must
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, both printed and electronic, including, but not limited to, hard disk or diskettes, whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 8 - CONFLICT OF INTEREST

- 8.01 The Recipient must not, during the Term, perform a service for or provide advice to any person if the performance of that service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to the other person.

SECTION 9 - CONFIDENTIALITY

- 9.01 The Recipient must treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and must not, without the prior written consent of the Province, permit its disclosure, except as required by applicable law including *the Freedom of Information and Protection of Privacy Act*, or to the extent that the disclosure is necessary to enable the Recipient to fulfil its obligations under this Agreement.

SECTION 10 - DEFAULT

- 10.01 Any of the following events 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 accepting this Agreement is 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 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, including all, 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 or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or 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 receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) 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

11.01 Upon the occurrence of any Event of Default and at any time after the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 11.03 of this Agreement discharges the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any instalment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

11.02 In addition to the actions listed in paragraph 11.01, on the occurrence of an Event of Default the Province may, at its option, either

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 11.03 of this Agreement discharges the Province of all liability to the Recipient under this Agreement.

11.03 If this Agreement is terminated before 100% completion of the Services, the Province must pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

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 *Commercial Arbitration Act*.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, the Recipient must provide, maintain and pay for insurance as specified in Schedule C, which may be amended from time to time at the sole discretion of the Province.
- 13.02 Without limiting the provisions of subparagraph (c) of paragraph 4.01, the Recipient must comply with the Workers' Compensation Legislation for the Province of British Columbia.
- 13.03 The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 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 of the Recipient under this Agreement; or
 - (b) subcontract any obligation of the Recipient under this Agreement.
- 14.02 No subcontract entered into by the Recipient relieves the Recipient from any of its obligations under this Agreement or imposes on the Province any obligation or liability arising from the sub-contract.
- 14.03 The Recipient must award contracts using a fair and competitive or otherwise justifiable and generally-accepted sound business process that results in competent and qualified contractors working on the Program.
- 14.04 This Agreement binds the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 15 - OWNERSHIP AND COPYRIGHT

- 15.01 Title to all intellectual property resulting from activities under this Agreement, other than research or development activities, is vested in the Province. Title to all intellectual property resulting from research or development activities under this Agreement is vested in the Recipient, except when the Recipient further disburses Program funding, through a written agreement, to another party to undertake research or development activities (a "Final Recipient"). In those instances, the Recipient must ensure that written agreements with Final Recipients vests title to intellectual property resulting from research or development activities in the Final Recipients.
- 15.03 The Province exclusively owns any property that is provided by the Province to the Recipient for the purposes of this Agreement (referred to as the "Province's Property") unless the Province has indicated in writing that the property provided is to be owned by the Recipient.
- 15.04 The Recipient must deliver the Province's Property to the Province forthwith following the expiration or sooner termination of this Agreement. The Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Province's Property, in which event the Recipient must forthwith comply with that request.

SECTION 16 - OTHER FUNDING

- 16.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient must immediately provide the Province with full and complete details thereof.

SECTION 17 - NOTICES

- 17.01 Any written communication from the Recipient to the Province must be mailed, emailed or faxed to the following address:

Geoff Hughes-Games, Provincial Soil Specialist
geoff.hughesgames@gov.bc.ca
Fax 604.556.3099

Mailing Address:
1767 Angus Campbell Road
Abbotsford, BC
V3G 2M3

- 17.02 Any written communication from the Province to the Recipient must be mailed, emailed or faxed to the following address:

Reg Ens, Executive Director
reg@bcac.bc.ca
Fax 604.854.4485

Mailing Address:
#230 - 32160 South Fraser Way
Abbotsford, BC
V2T 1W5

- 17.03 Any written communication from either party is deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of email receipt if emailed; or on the date of transmission if faxed.
- 17.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of the notice, the new address, for the purposes of paragraph 17.01 or 17.02 of this Agreement, is deemed to be the mailing address of the party giving notice.

SECTION 18 - NON-WAIVER

- 18.01 No term of this Agreement and no breach by the Recipient of a term is waived unless the waiver is in writing signed by the Province and the Recipient.
- 18.02 A written waiver by the Province of any breach by the Recipient of any provision of this Agreement is not a waiver of any other provision or of 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.

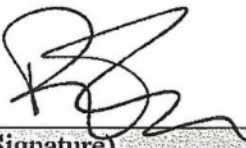

SECTION 20 - SURVIVAL OF PROVISIONS

- 20.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 1.02, 3.03, 5.01, 6.02, 7.01, 9.01, 11.03, 13.03, 15.01 to 15.05, 17.01 to 17.04 and all of the rights and remedies of the Province, either at law or in equity, survive any expiration or sooner termination of this Agreement.

SECTION 21 - MISCELLANEOUS

- 21.01 This Agreement is to be governed by and construed in accordance with the laws of the Province of 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 duly executed by the parties.
- 21.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to any other person or circumstance is not affected or impaired and is enforceable to the extent permitted by law.
- 21.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Services that by law, the Recipient is required to obtain unless it is expressly stated to be.
- 21.06 If the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered is an original, and all counterparts may be delivered by facsimile transmission and a transmission is considered an original.
- 21.08 For the purpose of paragraphs 21.09 and 21.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party. Lack of money, financing or credit is not an "Event of Force Majeure".
- 21.09 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 period for the performance or completion of the obligation is automatically extended for the duration of the Event of Force Majeure.
- 21.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected must notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
REG ENS	GRANT PARNELL
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
7 MAR 2014	MARCH 11, 2014.
(Date)	(Date)

SCHEDULE A – SERVICES

PROGRAM:

1. British Columbia Environmental Farm Plan Program (EFP) hereby referred to as “the Program”.

TERM:

2. April 1, 2014 to March 31, 2018

PROGRAM OBJECTIVE:

3. The Program provides agri-food sector producers in BC with access to qualified planning advisors to assist in the completion of on-farm agri-environmental risk assessments (Environmental Farm Plan) designed to outline recommended actions to improve agriculture environmental practices. After completing a risk assessment, eligible producers are able to access incentive-based funding to complete projects to mitigate identified on-farm agri-environmental risks Beneficial Management Practices (BMPs).

Building on the successes realized and lessons learned during the delivery of similar activities over the past 10 years, the Program targets and addresses critical environmental issues by initiating and completing group, commodity or geographic area based EFP projects.

The key objectives and outcome of the Program are to decrease the agriculture sector's impact on BC's water, soil and air quality through the following:

- To reduce environmental risk and impact by providing the tools to adapt and to respond to emerging environmental challenges and changing environmental condition on farms. Producers can take proactive action to mitigate potential risk before risks develops into environmental crises.
- To use completed EFPs as planning and management tools to increase agriculture's incorporation of environmental practices and risks into their daily production practices.
- To increase the agriculture sector's awareness and knowledge of good environmental practices and risks. The Program changes producer attitudes – farming practices incorporate environmental perspectives and the need to meet public expectations of farmers as stewards of the land.

ELIGIBLE PARTICIPANTS:

4. Prior to accepting an agriculture operation into the Program, the Recipient must verify whether or not the agriculture operation qualifies as an eligible participant ("Eligible Participant"). Only agriculture operations that qualify as an Eligible Participant may participate in the Program.
5. Eligible Participants are:
 - Farm and ranch operations in BC with valid Farm Class land as designated by the BC Assessment Authority or,
 - First Nations agricultural operations.
6. To access incentive-based funding, participants must:
 - Have completed a risk assessment (EFP);
 - Have a valid business (GST) number; and
 - Farms producing bison, cattle, chicken, fallow deer, goats, pigs, reindeer, sheep and turkeys must be registered with the BC Premises Identification Program and provide their 9-digit identification number. The province is assumed to have a mechanism to validate numbers.
7. Costs incurred for the delivery of services/activities to ineligible individuals/operations are not reimbursable.

DESCRIPTION OF SERVICES/ACTIVITIES:

8. The Recipient may continue to provide services to Eligible Participants who initiated but did not complete EFP and/or BMP activities through agreements SCAGF2-003 and SCAGF2-004 between the Recipient and the Province through this Agreement.
9. The Program has two components with similar strategic direction, but each with a different focus. The first component is risk assessment to identify potential environmental risk on farms and ranches. The second component is incentive-based funding to mitigate identified environmental risk.
10. To address regional, commodity, and geographic area environmental risks, the Program will integrate a targeted group-based approach. This approach acknowledges that environmental issues extend beyond property lines and that greater environmental sustainability can be achieved by working together in a coordinated process. However, while the group-based approach is a preference and priority, individual agriculture operations are eligible to participate in the Program.
11. There will be seven main categories of BMPs: water quality, water quantity, soil health, biodiversity (including species at risk), air quality, and climate change.
12. The Recipient must provide the following activities and/or services during the Term:

- (a) By December 1st, with a target of starting in January each year, submit a detailed annual work plan, communications plan, and proposed Beneficial Management Practices (BMP) list to the Province for approval. Approval must be provided by the Province prior to the delivery of services/activities by the Recipient.
- i. The annual review by the Province of the eligible BMPs list will provide opportunity to eliminate from the list practices that are considered standard farming practices. On a case-by-case basis, the Recipient and the Province may deem these practices eligible for some group, area or commodity projects. In order for an exception to be approved, the Recipient will submit an exception request in writing to the Province. The Province will provide a written decision within ten business days of receipt of a written exception request.
 - ii. Standard farming practices are defined as practices that would be reasonably and routinely expected in order to carry out the basic farm operation (particularly by the same commodity in the same region). Practices that are innovative or desired to move an operation beyond expected practice in order to meet environmental and social considerations would not generally be deemed to be standard farming practice. Practices that meet basic regulatory requirements would be deemed to be standard practice.
 - iii. To address Program requirements, the work plan is expected to carry out the following activities for group and individual risk assessments and incentive-based funded projects. Activities may include, but are not limited to:
 - Building new or strengthen current linkages to: other funding programs, groups that go onto farms, other environmental groups, banks and financial institutions, groups that represent small lot farmers, pesticide recertification, local government, BC Assessment, academia, and professional organizations.
 - Develop a pilot a program to provide incentives to producer associations for identifying producers that result in completed risk assessments.
 - Through program records and knowledge gained from planning advisors and producer associations, develop targeted risk assessment delivery to sectors and geographic areas of agriculture that have not traditionally participated in risk assessment.
 - Provide incentives for group projects such as different application windows, access to a broader range of incentive-based funding, and different project caps and cost sharing.
 - iv. The communications plan will promote the merits of the Program beyond incentive-based funding. The communications plan may include the following components, but not limited to:
 - Print ads in general agricultural publications and in commodity publications to focus on the benefits of completing a plan.
 - Producer associations' web-based, and social media will be used in addition to print media where possible.

- Communication will involve industry experts, champions, and associations.
 - Approaching local retailers to investigate whether there is an interest in promoting and showcasing the product from farms/ranches that complete EFPs. Report findings back to the province. If favorable, then develop a strategy in subsequent.
 - Make presentations to the various levels of local government at the council level and/or if they have an environmental department, make them aware that there is a potential to use the EFP program to help solve issues or achieve their environmental goals.
 - Linking the Program to other environmental programs and agencies with the aim of increasing inter-ministry/agency communications and to remind the regulatory agencies that the Program can be used as a tool to achieve their environmental goals.
- (b) On Farm Risk Assessment Component (EFP):
- i. In accordance with the terms, conditions and/or technical guidance described in the Planning Workbook 5th Edition November 2010 (or as amended) attached as "Appendix 1 to Schedule A" and the applicable Province-approved annual work plan for the period, deliver agri-environmental risk assessment services to Eligible Participants. This includes:
 - Accepting Eligible Participants into the program,
 - Developing written Environment Farm Plans in cooperation with Eligible Participants; and,
 - Issuing Statements of Completion to Eligible Participants who complete the activities.
 - ii. It is expected that the delivery of these services will result in the completion of the following during the Term:
 - 800 new individual EFP's;
 - 320 renewed individual EFP's; and,
 - 8 group EFP's.
- (c) Incentive-Based Funding Component (BMP):
- i. In accordance with the applicable Province-approved annual work plan for the period:
 - Facilitate an application-based process for agricultural operations to access incentive funding;
 - Verify Eligible Participant status via corporate business search to ensure a valid business (GST) number; and if required, ensure a valid Premises ID number.
 - Implement an appeal process for rejected financial claims; and,
 - Conduct site visits on at least 10% of the projects to verify completion.
 - ii. It is expected that the delivery of these services will result in 1,040 new BMP projects

- (d) Engage with producers and commodity groups to identify priority environmental issues and beneficial management practices that will increase participant engagement and achieve program objectives.
- (e) Provide qualified personnel and contractors in the quantity necessary to deliver the services/activities described in this Schedule A.
- (f) Facilitate training and upgrading of new or existing Planning Advisors in consultation with the Province to meet Program objectives. (Planning Advisors are consultants contracted by the Recipient to deliver risk assessments (EFP).) The Province commits to providing the training required by existing or new Planning Advisors with no charge for the training to the Recipient or Planning Advisors. Recipient to pay for venue and other related costs.
- (g) Maintain a participant database to capture information / data, as outlined in the applicable annual work plan for the period.
- (h) Undertake evaluation activities, including overall Program and individual EFP and BMP effectiveness in achieving the Program objective.
- (i) Develop of strategic partnerships with agencies, conservation groups and other stakeholders from agricultural and environmental sectors to identify opportunities for increased collaboration and program enhancement.
- (j) In collaboration with the Province, ensure that technical information and materials related to the Program and available publicly are accurate and current. The Province will provide the Recipient with accurate and current technical information as it becomes available.

REPORTING AND MONITORING

13. On a quarterly basis, the Recipient must submit to the Province, in a form satisfactory to the Province, activity and performance reports that include the following:
- (a) key activities that have taken place during the report period (quarter);
 - (b) milestones met, changes in staff or participants or any issues;
 - (c) data on risk assessment program delivery including:
 - i. number of new environmental farm plans completed by type (e.g., individual and individual operations within group, commodity or area-based plans);
 - ii. number of updated environmental farm plans completed (by type of industry using NAICS coding);
 - iii. number of group environmental farm plans completed (including number of participants in each group);
 - iv. number of farm plans (all categories) completed by farm operation type (using NAICS coding), regional district, and individual planning advisor;
 - v. number of implemented farm plans (by type of plan - new, renewed or group);
 - vi. land area (hectares) covered by farm plans (by farm operation type and regional district) for all categories of plans;
 - vii. Group planning reports.
 - (d) Data on incentive-based funding delivery including:
 - i. number of BMP applications received, processed, approved and completed by the following:

- industry type (using NAICS coding)
 - BMP type
 - practice code,
 - farm operation type,
 - regional district, and,
 - Planning Advisor.
- ii. number of projects audited
 - iii. number of appealed BMP claims and appeal outcomes
 - iv. dollar value (program and applicant) for each completed project by project code, farm operation type, and regional district
 - v. land area (hectares) of farm operation completing BMP (including supplemental planning categories)
 - vi. number and type of livestock on the agricultural operation by the operation completing the BMP
 - vii. as applicable, information on the total length of fencing, and total area of riparian or vegetative buffer / hedgerow / shelterbelt plantings
 - viii. number of farms by type and BMP category participating in the program with valid Premise Identification number
 - ix. Number, type and scope of communications activities.
14. By May 31st of each year of the Term, the Recipient must submit to the Province a cumulative annual report that summarizes risk assessment and incentive-based funding project statistics (as in 12 (c) and (d) above) for the preceding government fiscal year period (April to March). In addition, the annual report will include:
- (a) a list of the Eligible Participants that completed individual or group risk assessments by the farm/ranch name and address;
 - (b) a summary of incentive-based funded projects by practice code;
 - (c) details on the activities identified in this Schedule A as 15. (d), 15. (h), and 15. (i); and,
 - (d) details on the application of the Province's financial contribution by the following expenditure areas:
 - i. Individual EFP's (new, renewed, implemented)
 - ii. Group EFP's
 - iii. Individual BMP's
 - iv. Group Plan BMP's
 - v. Communications
 - vi. Planning Advisor training
 - vii. Audit/review process
 - viii. Coordination of Agri-Environmental Activities
 - ix. Recipient Program related delivery costs such as salaries, benefits, and organization costs
 - (e) Other data / information as outlined in the applicable annual work plan for the period.
15. Upon completion of the Services, the Recipient must submit to the Province, in a form satisfactory to the Province, a final report (the "Final Report"), in substantially the same

format and with the same categories as the quarterly activity and performance reports and annual reports. The Final Report must also include details to describe the achievement of the Program's objectives and results.

SCHEDULE B – FINANCIAL CONTRIBUTION**FINANCIAL CONTRIBUTION**

1. The Province must provide a financial contribution to the Recipient up to the amount of **\$8,700,000** in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,250,000
2015-2016	2,250,000
2016-2017	2,100,000
2017-2018	2,100,000
Total	8,700,000

2. Notwithstanding section 1, the maximum amount payable by the Province in respect of the Eligible Costs incurred in each twelve month period during the funding period must not exceed the maximum amount approved for that period specified in the approved budget for that period. The approved budget for the first twelve month period of the funding period is set out in Schedule B, section 7 below. For each subsequent twelve months of the funding period, the Recipient must submit to the Province for its review and approval a draft budget projecting the Eligible Costs anticipated to be incurred for that period. The draft budget for the coming period must be submitted no later than sixty days prior to the coming period.
3. Once accepted and approved by the Province, the budget for each subsequent period forms part of Schedule B and, subject to the terms and conditions of this agreement, the Province agrees to make payments to the Recipient in respect of the Eligible Costs incurred in that period of an amount not exceeding the maximum contribution amount specified in the approved budget for that period.

ELIGIBLE COSTS

4. Subject to the following conditions, the costs set out below are eligible costs for the purposes of this Agreement, subject to change only with the Province's written approval.
5. Costs are eligible only if they are, in the opinion of the Province,
 - (a) Directly related to the Program; and,
 - (b) Reasonable.
6. Any cost categories not specifically listed are subject to the approval of the Province.

7. Definitions of Eligible Costs for the period April 1, 2014 to March 31, 2015 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	159,000
Organization Operational Costs	106,000
Total Administration Costs	265,000
B. Program Costs	
Activity-Related Costs	615,000
Travel	132,500
Direct Participant Payments	1,237,500
Total Program Costs	1,985,000
Total Financial Contribution	2,250,000

8. No financial contribution is payable to the Recipient for costs incurred prior to the effective date, or after the end, of the agreement.
9. Notwithstanding any other provisions of this agreement, no financial contribution is payable by the Province in respect of the portion of the cost of any goods and services representing the amount of Goods and Services Tax (GST) paid on those goods and services for which the Recipient, to carry out the services/activities specified in Schedule A, is entitled to claim an input tax credit or rebate.

TERMS OF PAYMENT

10. Payments must be made as follows:

- (a) At the beginning of the first funding period as defined in section 7 of this Schedule B, and at the beginning of each subsequent government fiscal year of the funding period, the Recipient must submit a forecast of cash flow for that period satisfactory to the Province in form and detail. Upon receipt, the Province must make quarterly advance payments covering the Recipient's estimated quarterly Eligible Costs;
- (b) Payment of the advance for the third quarter and each subsequent quarter is conditional upon the submission by the Recipient of
 - i. a quarterly activity and performance report (as per Schedule A);
 - ii. a financial claim for the previous quarterly period, in a form satisfactory to the Province and certified by a senior officer of the Recipient. Each financial claim must contain the following information:

- A detailed list of the Eligible Costs incurred and paid during the quarter; and,
 - A statement certifying that all Eligible Costs claimed are in accordance with this Agreement.
- iii. documentation to support the financial claim (e.g. a General Ledger).
The Recipient will submit the above within 30 days of the end date of the previous quarterly period.
- (c) If there is a variance between the forecasted cash flow requirements and the actual expenditures for any given quarter equal to or exceeding 15%, the Recipient must submit to the Province a revised forecast of cash flow;
- (d) If the amount of an advance payment exceeds the amount of claimed Eligible Costs incurred for the quarterly period, the Province may deduct the excess amount from the subsequent payment;
- (e) If the amount of an advance payment is less than the amount of claimed Eligible Costs incurred for the quarterly period, the Province must make payment for the variance amount, to the maximum amount eligible to be paid for the period as per sections 1, 2, 3, and 10 (g) of this Schedule B;
- (f) If, during a quarter, the Recipient determines that the advanced amount for the quarterly period is insufficient to cover actual costs, the Province may issue a second advance for the quarterly period upon receipt of a revised forecast of cash flow and written request from the Recipient;
- (g) The Province may withhold payment of any advance pending the completion of any audit of the Recipient's books and records undertaken by the Province pursuant to the terms of this Agreement;
- (h) The Province will withhold payment of 10% of the estimated amount of the contribution payable in the final funding period pending
- iv. Receipt and verification by the Province of a final claim for payment from the Recipient; and,
- v. Receipt of any other report that may be required to be submitted to the Province by the Recipient under the terms of this Agreement.
- (i) Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit of the Recipient's books and records to verify the amount of the Eligible Costs for which the Recipient has claimed under this Agreement.

REPAYMENT OR REDUCTION

11. Any financial contribution provided by the Province under this agreement, but not expended or incurred during the Term of the agreement towards eligible expenses, must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the agreement.
12. Any refunds received by the Recipient must be noted on the applicable financial claim for the quarterly period and deducted from the amount payable in any given month. Any refunds received by the Recipient after the end of the agreement must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
13. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories must not exceed the amounts specified in the budget categories.

SCHEDULE C - INSURANCE

1. The Recipient must, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia 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.
 - (b) Professional Liability Insurance in an amount not less than \$2,000,000.00 per occurrence.
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. 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 the insurance policy(ies) expire before the end of the Term of this Agreement, 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.
 - (c) Notwithstanding paragraph 3(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.
4. The Recipient must 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.

5. The Recipient must comply with the *Workers' Compensation Act*. In particular, the Recipient must obtain and maintain during the Term of this Agreement the necessary coverage for the Recipient's employees, and must, upon request by the Province, provide particulars of the coverage.

SCHEDULE D – APPROVED SUBCONTRACTOR(S)

The following subcontractors are approved by the Province to provide services for the delivery of this Environmental Farm Plan program:

Bruce McTavish (Surrey)
Carolyn Teasdale (Vancouver)
Cathy Mumford (Alexis Creek)
Christine Koch (Abbotsford)
Clay Campbell (Keremeos)
Darrell Zbeetnoff (White Rock)
Dave Melnychuk (Langley)
David Tattam (Duncan)
Dave Zehnder (Invermere)
Don Russell (Terrace)
Duane Holder (Creston)
Erika Davidson (Enderby)
George Powell (Quesnel)
Heather Meberg (Surrey)
Joe Lariviere (Oliver)
Judy Madden (Dawson Creek)
Kari Bondaroff (Farmington)
King Campbell (Kamloops)
Laura Grafton (Prince George)
Lee Hesketh (Lumby)
Megan D'Arcy (Telkwa)
Peter Spencer (Kelowna)
Susan Van Der Ende (Vancouver)
Victor Martens (Langley)

SCHEDULE E – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The Recipient must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Program that the Province requests.
2. The Recipient must not provide any media releases, promotional materials or communications in a public forum with respect to the Program except if they have been approved in advance by the Province.
3. The Recipient must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other materials or publications produced by the Recipient and related to the Program, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the Recipient must submit the proposed template for the advertisement to the Province identifying the media where the Recipient intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

**MODIFICATION AGREEMENT**

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Agriculture
(the "Province")

AND

B. C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION
#230 - 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")

BACKGROUND

- A. The parties entered into a Shared Cost Arrangement - SCAGF2-142 - dated March 7, 2014.
B. The parties have agreed to modify the Agreement.

AGREEMENT

The parties agree as follows:

- 1) Section 1 of Schedule B of the Agreement is deleted and the following is substituted:

Section 1. The Province must provide a financial contribution to the Recipient up to the amount of \$9,100,000 in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,650,000
2015-2016	2,250,000
2016-2017	2,100,000
2017-2018	2,100,000
Total	9,100,000

- 2) Section 1 of Schedule B of the Agreement is deleted and the following is substituted:

Section 7. Definitions of Eligible Costs for the period April 1, 2014 to March 31, 2015 are as follows:



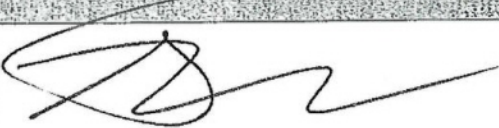
A. Administration Costs	Total (\$)
Salaries and Benefits	159,000
Organization Operational Costs	106,000



SCAGF2-142

Total Administration Costs	265,000
B. Program Costs	
Activity-Related Costs	615,000
Travel	132,500
Direct Participant Payments	1,637,500
Total Program Costs	1,985,000
Total Financial Contribution	2,650,000

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
	
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
REG ENS	
(Signature)	(Signature)
27 Aug 2014	Sept 1 / 2014
(Date)	(Date)

MODIFICATION AGREEMENT TWO

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, represented by the Minister of Agriculture
(the "Province")

AND

B.C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION
#230 – 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")

BACKGROUND

- A. The parties entered into a Shared Cost Arrangement - SCAGF2-142 – dated March 6, 2014.
- B. The parties modified that Agreement on August 28, 2014.
- C. The parties have agreed to modify the Agreement, dated for reference 10th of August, 2015.

AGREEMENT

The parties agree as follows:

- 1) Section 1 of Schedule B of the Agreement is deleted and the following is substituted:
 - 1. The Province must provide a financial contribution to the Recipient up to the amount of **\$8,919,522.25** in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,469,522.25
2015-2016	2,250,000
2016-2017	2,100,000
2017-2018	2,100,000
Total	8,919,522.25

- 2) Section 7 of Schedule B of the Agreement is deleted and the following is substituted:
7. Definitions of Eligible Costs for the period April 1, 2015 to March 31, 2016 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	159,000
Organization Operational Costs	106,000
Total Administration Costs	265,000
B. Program Costs	
Activity-Related Costs	697,500
Travel	50,000
Direct Participant Payments	1,237,500
Total Program Costs	1,985,000
Total Financial Contribution	2,250,000

- 3) Section 14 of Schedule B of the Agreement is added with the following provision:

INTEREST EARNED ON ADVANCES

14. Any interest earned on advances of the Province's contribution will be accounted for by the Recipient. Such interest will be deemed part of the payment of the contribution and will be used or applied to offset the Province's contribution in respect of the Eligible Costs.

- 4) Section 10 of Schedule B of the Agreement is added with the following provision:


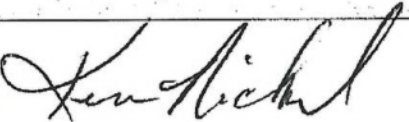
- (j) The Recipient will submit to the Province an accrual estimate for the fourth quarter period by a date and time to be determined by the Province, and communicated to the Recipient, each fiscal year. Accrual estimates will be based on current financial information, including expenditures to date and forecasted expenditures to the end of the quarterly period.

- 5) The content within SCHEDULE D – APPROVED SUBCONTACTOR(S) of the Agreement is deleted and the following content is substituted:

The following subcontractors are approved by the Province to provide services for the delivery of this Environmental Farm Plan program:

Bruce McTavish
Cathy Mumford
Christine Koch
Clay Campbell
Darrell Zbeetnoff
Dave Melnychuk
David Tattam
Dave Zehnder
Don Russell
Duane Holder
Erika Davidson
George Powell
Heather Meberg
Joe Lariviere
Judy Madden
Kari Bondaroff
King Campbell
Laura Grafton
Lee Hesketh
Megan D'Arcy
Niels Holbek
Peter Spencer
Susan Van Der Ende
Victor Martens

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
REG ENS	KEN NICKEL
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
11 AUG 2015	12 August 2015
(Date)	(Date)

MODIFICATION AGREEMENT THREE**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, represented by the Minister of Agriculture
(the "Province")**

AND

**B.C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION
#230 – 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")**

BACKGROUND

- A. The parties entered into a Shared Cost Arrangement - SCAGF2-142 – dated March 6, 2014.
- B. The parties modified that Agreement on August 28, 2014 and August 10, 2015.
- C. The parties have agreed to modify the Agreement, dated for reference 21 of August, 2015.

AGREEMENT

The parties agree as follows:

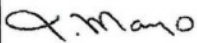

- 1) Section 1 of Schedule B of the Agreement is deleted and the following is substituted:
 - 1. The Province must provide a financial contribution to the Recipient up to the amount of **\$9,169,522.25** in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,469,522.25
2015-2016	2,500,000
2016-2017	2,100,000
2017-2018	2,100,000
Total	9,169,522.25

- 2) Section 7 of Schedule B of the Agreement is deleted and the following is substituted:
 7. Definitions of Eligible Costs for the period April 1, 2015 to March 31, 2016 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	184,000
Organization Operational Costs	106,000
Total Administration Costs	290,000
B. Program Costs	
Activity-Related Costs	697,500
Travel	50,000
Direct Participant Payments	1,462,500
Total Program Costs	2,210,000
Total Financial Contribution	2,500,000

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Jackie Mays	GARY FALK
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
Aug 20/15	AUG 21/2015
(Date)	(Date)

MODIFICATION AGREEMENT FOUR

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA, represented by the Minister of Agriculture
(the "Province")

AND

B.C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION
#230 – 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")

BACKGROUND

- A. The parties entered into a Shared Cost Arrangement - SCAGF2-142 – dated March 7, 2014.
- B. The parties modified that Agreement on August 28, 2014, August 10, 2015 and August 21, 2015.
- C. The parties have agreed to modify the Agreement, dated for reference 7 of October, 2016.

AGREEMENT

The parties agree as follows:

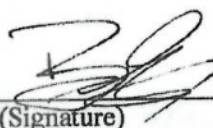
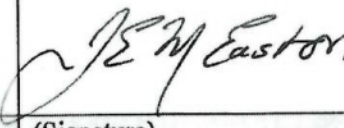
- 1) Section 1 of Schedule B of the Agreement is deleted and the following is substituted:
 - 1. The Province must provide a financial contribution to the Recipient up to the amount of **\$8,976,493.74** in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,469,522.25
2015-2016	2,306,971.49
2016-2017	2,100,000
2017-2018	2,100,000
Total	8,976,493.74

- 2) Section 7 of Schedule B of the Agreement is deleted and the following is substituted:
 7. Definitions of Eligible Costs for the period April 1, 2016 to March 31, 2017 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	171,500
Organization Operational Costs	106,000
Total Administration Costs	277,500
B. Program Costs	
Activity-Related Costs	555,000
Travel	30,000
Direct Participant Payments	1,237,500
Total Program Costs	1,822,500
Total Financial Contribution	2,100,000

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
REG ENS	JEM EASTON
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
14 OCT 2016	18 October, 2016
(Date)	(Date)

MODIFICATION AGREEMENT FIVE**BETWEEN**

**HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA**, represented by the Minister of Agriculture
(the "Province")

AND

B.C. AGRICULTURAL RESEARCH & DEVELOPMENT CORPORATION
#230 – 32160 South Fraser Way Abbotsford, British Columbia V2T 1W5
(the "Recipient")

BACKGROUND

- A. The parties entered into a Shared Cost Arrangement - SCAGF2-142 – dated for reference March 7, 2014 (the "Agreement").
- B. The parties modified the Agreement on September 1, 2014, August 12, 2015, August 21, 2015 and October 18, 2016.
- C. The parties have agreed to modify the Agreement by way of this modification agreement, dated for reference July 1, 2017.

AGREEMENT

The parties agree as follows:

- 1) The document attached to this agreement and entitled "Revised Schedule A to the Shared Cost Arrangement between Her Majesty the Queen in right of the Province of British Columbia and B.C. Agricultural Research & Development Corporation" replaces Schedule A of the Agreement, effective July 1, 2017.
- 2) The document attached to this agreement and entitled "Revised Schedule B to the Shared Cost Arrangement between Her Majesty the Queen in right of the Province of British Columbia and B.C. Agricultural Research & Development Corporation" replaces Schedule B of the Agreement, effective July 1, 2017.
- 3) The document attached to this agreement and entitled "Revised Schedule D to the Shared Cost Arrangement between Her Majesty the Queen in right of the Province of British Columbia and B.C. Agricultural Research & Development Corporation" replaces Schedule D of the Agreement, effective July 1, 2017.

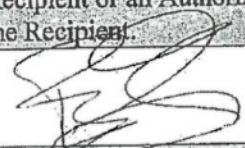

- 4) Section 17.01 of the Agreement is deleted and the following substituted:

17.01 Any written communication from the Recipient to the Province must be mailed, emailed or faxed to the following address:

Alison Speirs, Environmental Agrologist
Alison.speirs@gov.bc.ca
Fax 604.556.3030

Mailing Address:
1767 Angus Campbell Road
Abbotsford, BC
V3G 2M3

In all other respects, the Agreement is confirmed.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
	
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
REG ENS	ARIF LALAWI
(Signature)	(Signature)
29 JUNE 2017	JUNE 29, 2017
(Date)	(Date)

Revised Schedule A to the Shared Cost Arrangement between Her Majesty the Queen in right of the Province of British Columbia and B.C. Agricultural Research & Development Corporation

SCHEDULE A - SERVICES

PROGRAM:

1. British Columbia Environmental Farm Plan Program (EFP) hereby referred to as "the Program".

TERM:

2. April 1, 2014 to March 31, 2018

PROGRAM OBJECTIVE:

3. The Program provides agri-food sector producers in BC with access to qualified planning advisors to assist in the completion of on-farm agri-environmental risk assessments (Environmental Farm Plan) designed to outline recommended actions to improve agriculture environmental practices. After completing a risk assessment, eligible producers are able to access incentive-based funding to complete projects to mitigate identified on-farm agri-environmental risks Beneficial Management Practices (BMPs).

Building on the successes realized and lessons learned during the delivery of similar activities over the past 10 years, the Program targets and addresses critical environmental issues by initiating and completing group, commodity or geographic area based EFP projects.

The key objectives and outcome of the Program are to decrease the agriculture sector's impact on BC's water, soil and air quality through the following:

- To reduce environmental risk and impact by providing the tools to adapt and to respond to emerging environmental challenges and changing environmental condition on farms. Producers can take proactive action to mitigate potential risk before risks develops into environmental crises.
- To use completed EFPs as planning and management tools to increase agriculture's incorporation of environmental practices and risks into their daily production practices.
- To increase the agriculture sector's awareness and knowledge of good environmental practices and risks. The Program changes producer attitudes – farming practices incorporate environmental perspectives and the need to meet public expectations of farmers as stewards of the land.

ELIGIBLE PARTICIPANTS:

4. Prior to accepting an agriculture operation into the Program, the Recipient must verify whether or not the agriculture operation qualifies as an eligible participant ("Eligible Participant"). Only agriculture operations that qualify as an Eligible Participant may participate in the Program.
5. Eligible Participants are:
 - Farm and ranch operations in BC with valid Farm Class land as designated by the BC Assessment Authority or,
 - First Nations agricultural operations.
6. To access incentive-based funding, participants must:
 - Have completed a risk assessment (EFP);
 - Have a valid business (GST) number; and
 - Farms producing bison, cattle, chicken, fallow deer, goats, pigs, reindeer, sheep and turkeys must be registered with the BC Premises Identification Program and provide their 9-digit identification number. The province is assumed to have a mechanism to validate numbers.
7. Costs incurred for the delivery of services/activities to ineligible individuals/operations are not reimbursable.

DESCRIPTION OF SERVICES/ACTIVITIES:

8. The Recipient may continue to provide services to Eligible Participants who initiated but did not complete EFP and/or BMP activities through agreements SCAGF2-003 and SCAGF2-004 between the Recipient and the Province through this Agreement.
9. The Program has two components with similar strategic direction, but each with a different focus. The first component is risk assessment to identify potential environmental risk on farms and ranches. The second component is incentive-based funding to mitigate identified environmental risk.
10. To address regional, commodity, and geographic area environmental risks, the Program will integrate a targeted group-based approach. This approach acknowledges that environmental issues extend beyond property lines and that greater environmental sustainability can be achieved by working together in a coordinated process. However, while the group-based approach is a preference and priority, individual agriculture operations are eligible to participate in the Program.
11. There will be seven main categories of BMPs: water quality, water quantity, soil health, biodiversity (including species at risk), air quality, and climate change.
12. The Recipient must provide the following activities and/or services during the Term:

- (a) By December 1st, with a target of starting in January each year, submit a detailed annual work plan, communications plan, and proposed Beneficial Management Practices (BMP) list to the Province for approval. Approval must be provided by the Province prior to the delivery of services/activities by the Recipient.
- i. The annual review by the Province of the eligible BMPs list will provide opportunity to eliminate from the list practices that are considered standard farming practices. On a case-by-case basis, the Recipient and the Province may deem these practices eligible for some group, area or commodity projects. In order for an exception to be approved, the Recipient will submit an exception request in writing to the Province. The Province will provide a written decision within ten business days of receipt of a written exception request.
 - ii. Standard farming practices are defined as practices that would be reasonably and routinely expected in order to carry out the basic farm operation (particularly by the same commodity in the same region). Practices that are innovative or desired to move an operation beyond expected practice in order to meet environmental and social considerations would not generally be deemed to be standard farming practice. Practices that meet basic regulatory requirements would be deemed to be standard practice.
 - iii. To address Program requirements, the work plan is expected to carry out the following activities for group and individual risk assessments and incentive-based funded projects. Activities may include, but are not limited to:
 - Building new or strengthen current linkages to: other funding programs, groups that go onto farms, other environmental groups, banks and financial institutions, groups that represent small lot farmers, pesticide recertification, local government, BC Assessment, academia, and professional organizations.
 - Develop a pilot a program to provide incentives to producer associations for identifying producers that result in completed risk assessments.
 - Through program records and knowledge gained from planning advisors and producer associations, develop targeted risk assessment delivery to sectors and geographic areas of agriculture that have not traditionally participated in risk assessment.
 - Provide incentives for group projects such as different application windows, access to a broader range of incentive-based funding, and different project caps and cost sharing.
 - iv. The communications plan will promote the merits of the Program beyond incentive-based funding. The communications plan may include the following components, but not limited to:
 - Print ads in general agricultural publications and in commodity publications to focus on the benefits of completing a plan.
 - Producer associations' web-based, and social media will be used in addition to print media where possible.

- Communication will involve industry experts, champions, and associations.
 - Approaching local retailers to investigate whether there is an interest in promoting and showcasing the product from farms/ranches that complete EFPs. Report findings back to the province. If favorable, then develop a strategy in subsequent.
 - Make presentations to the various levels of local government at the council level and/or if they have an environmental department, make them aware that there is a potential to use the EFP program to help solve issues or achieve their environmental goals.
 - Linking the Program to other environmental programs and agencies with the aim of increasing inter-ministry/agency communications and to remind the regulatory agencies that the Program can be used as a tool to achieve their environmental goals.
- (b) On Farm Risk Assessment Component (EFP):
- i. In accordance with the terms, conditions and/or technical guidance described in the Planning Workbook 5th Edition November 2010 (or as amended) attached as "Appendix 1 to Schedule A" and the applicable Province-approved annual work plan for the period, deliver agri-environmental risk assessment services to Eligible Participants. This includes:
 - Accepting Eligible Participants into the program,
 - Developing written Environment Farm Plans in cooperation with Eligible Participants; and,
 - Issuing Statements of Completion to Eligible Participants who complete the activities.
 - ii. It is expected that the delivery of these services will result in the completion of the following during the Term:
 - 800 new individual EFP's;
 - 320 renewed individual EFP's; and,
 - 8 group EFP's.
- (c) Incentive-Based Funding Component (BMP):
- i. In accordance with the applicable Province-approved annual work plan for the period:
 - Facilitate an application-based process for agricultural operations to access incentive funding;
 - Verify Eligible Participant status via corporate business search to ensure a valid business (GST) number; and if required, ensure a valid Premises ID number.
 - Implement an appeal process for rejected financial claims; and,
 - Conduct site visits on at least 10% of the projects to verify completion.
 - ii. It is expected that the delivery of these services will result in 1,040 new BMP projects
- (d) Engage with producers and commodity groups to identify priority environmental issues and beneficial management practices that will increase participant engagement and achieve program objectives.

- (e) Provide qualified personnel and contractors in the quantity necessary to deliver the services/activities described in this Schedule A.
- (f) Facilitate training and upgrading of new or existing Planning Advisors in consultation with the Province to meet Program objectives. (Planning Advisors are consultants contracted by the Recipient to deliver risk assessments (EFP).) The Province commits to providing the training required by existing or new Planning Advisors with no charge for the training to the Recipient or Planning Advisors. Recipient to pay for venue and other related costs.
- (g) Maintain a participant database to capture information / data, as outlined in the applicable annual work plan for the period.
- (h) Undertake evaluation activities, including overall Program and individual EFP and BMP effectiveness in achieving the Program objective.
- (i) Develop of strategic partnerships with agencies, conservation groups and other stakeholders from agricultural and environmental sectors to identify opportunities for increased collaboration and program enhancement.
- (j) In collaboration with the Province, ensure that technical information and materials related to the Program and available publicly are accurate and current. The Province will provide the Recipient with accurate and current technical information as it becomes available.

REPORTING AND MONITORING

13. On a quarterly basis, the Recipient must submit to the Province, in a form satisfactory to the Province, activity and performance reports that include the following:
- (a) key activities that have taken place during the report period (quarter);
 - (b) milestones met, changes in staff or participants or any issues;
 - (c) data on risk assessment program delivery including:
 - i. number of new environmental farm plans completed by type (e.g., individual and individual operations within group, commodity or area-based plans);
 - ii. number of updated environmental farm plans completed (by type of industry using NAICS coding);
 - iii. number of group environmental farm plans completed (including number of participants in each group);
 - iv. number of farm plans (all categories) completed by farm operation type (using NAICS coding), regional district, and individual planning advisor;
 - v. number of implemented farm plans (by type of plan - new, renewed or group);
 - vi. land area (hectares) covered by farm plans (by farm operation type and regional district) for all categories of plans;
 - vii. Group planning reports.
 - (d) Data on incentive-based funding delivery including:
 - i. number of BMP applications received, processed, approved and completed by the following:
 - industry type (using NAICS coding)
 - BMP type
 - practice code,



- farm operation type,
 - regional district, and,
 - Planning Advisor.
- ii. number of projects audited
 - iii. number of appealed BMP claims and appeal outcomes
 - iv. dollar value (program and applicant) for each completed project by project code, farm operation type, and regional district
 - v. land area (hectares) of farm operation completing BMP (including supplemental planning categories)
 - vi. number and type of livestock on the agricultural operation by the operation completing the BMP
 - vii. as applicable, information on the total length of fencing, and total area of riparian or vegetative buffer / hedgerow / shelterbelt plantings
 - viii. number of farms by type and BMP category participating in the program with valid Premise Identification number
 - ix. Number, type and scope of communications activities.
14. By May 31st of each year of the Term, the Recipient must submit to the Province a cumulative annual report that summarizes risk assessment and incentive-based funding project statistics (as in 12 (c) and (d) above) for the preceding government fiscal year period (April to March). In addition, the annual report will include:
- (a) a list of the Eligible Participants that completed individual or group risk assessments by the farm/ranch name and address;
 - (b) a summary of incentive-based funded projects by practice code;
 - (c) details on the activities identified in this Schedule A as 15. (d), 15. (h), and 15. (i); and,
 - (d) details on the application of the Province's financial contribution by the following expenditure areas:
 - i. Individual EFP's (new, renewed, implemented)
 - ii. Group EFP's
 - iii. Individual BMP's
 - iv. Group Plan BMP's
 - v. Communications
 - vi. Planning Advisor training
 - vii. Audit/review process
 - viii. Coordination of Agri-Environmental Activities
 - ix. Recipient Program related delivery costs such as salaries, benefits, and organization costs
 - (e) Other data / information as outlined in the applicable annual work plan for the period.
15. Upon completion of the Services, the Recipient must submit to the Province, in a form satisfactory to the Province, a final report (the "Final Report"), in substantially the same format and with the same categories as the quarterly activity and performance reports and annual reports. The Final Report must also include details to describe the achievement of the Program's objectives and results.

**Revised Schedule B to the Shared Cost Arrangement between Her Majesty the Queen in
right of the Province of British Columbia and B.C. Agricultural Research & Development
Corporation**

SCHEDULE B – FINANCIAL CONTRIBUTION

FINANCIAL CONTRIBUTION

1. The Province must provide a financial contribution to the Recipient up to the amount of \$9,004,473.00 in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the program during the Term of the agreement.

Year	Financial Contribution
2014-2015	2,469,522.25
2015-2016	2,306,971.49
2016-2017	1,927,979.26
2017-2018	2,300,000.00
Total	9,004,473.00

2. Notwithstanding section 1, the maximum amount payable by the Province in respect of the Eligible Costs incurred in each twelve month period during the funding period must not exceed the maximum amount approved for that period specified in the approved budget for that period. The approved budget for the funding period is set out in Schedule B, section 7 below.
3. Once accepted and approved by the Province, the budget for each subsequent period forms part of Schedule B and, subject to the terms and conditions of this agreement, the Province agrees to make payments to the Recipient in respect of the Eligible Costs incurred in that period of an amount not exceeding the maximum contribution amount specified in the approved budget for that period.

ELIGIBLE COSTS

4. Subject to the following conditions, the costs set out below are eligible costs for the purposes of this Agreement, subject to change only with the Province's written approval.
5. Costs are eligible only if they are, in the opinion of the Province,
 - (a) Directly related to the Program; and,
 - (b) Reasonable.
6. Any cost categories not specifically listed are subject to the approval of the Province.



7. Definitions of Eligible Costs for the period April 1, 2014 to March 31, 2015 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	159,000.00
Organization Operational Costs	106,000.00
Total Administration Costs	265,000.00
B. Program Costs	
Activity-Related Costs	627,712.58
Travel	12,774.72
Direct Participant Payments	1,568,280.91
Total Program Costs	2,208,768.21
C. Interest Earned	
Interest Earned	-4,245.96
Total Financial Contribution	2,469,522.25

Definitions of Eligible Costs for the period April 1, 2015 to March 31, 2016 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	184,000.00
Organization Operational Costs	106,000.00
Total Administration Costs	290,000.00
B. Program Costs	
Activity-Related Costs	556,891.04
Travel	26,370.37
Direct Participant Payments	1,439,739.95
Total Program Costs	2,023,001.36
C. Interest Earned	
Interest Earned	-6,029.87
Total Financial Contribution	2,306,971.49

Definitions of Eligible Costs for the period April 1, 2016 to March 31, 2017 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	171,499.97
Organization Operational Costs	106,000.00
Total Administration Costs	277,499.97
B. Program Costs	
Activity-Related Costs	562,698.00
Travel	22,029.09
Direct Participant Payments	1,066,717.32
Total Program Costs	1,651,444.41
C. Interest Earned	
Interest Earned	-965.12
Total Financial Contribution	1,927,979.26

Definitions of Eligible Costs for the period April 1, 2017 to March 31, 2018 are as follows:

A. Administration Costs	Total (\$)
Salaries and Benefits	172,500
Organization Operational Costs	109,000
Total Administration Costs	281,500
B. Program Costs	
Activity-Related Costs	553,500
Travel	25,000
Direct Participant Payments	1,440,000
Total Program Costs	2,018,500
Total Financial Contribution	2,300,000

8. No financial contribution is payable to the Recipient for costs incurred prior to the effective date, or after the end, of the agreement.
9. Notwithstanding any other provisions of this agreement, no financial contribution is payable by the Province in respect of the portion of the cost of any goods and services representing the amount of Goods and Services Tax (GST) paid on those goods and services for which the

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Recipient, to carry out the services/activities specified in Schedule A, is entitled to claim an input tax credit or rebate.

TERMS OF PAYMENT

10. Payments must be made as follows:

- (a) At the beginning of the first funding period as defined in section 7 of this Schedule B, and at the beginning of each subsequent government fiscal year of the funding period, the Recipient must submit a forecast of cash flow for that period satisfactory to the Province in form and detail. Upon receipt, the Province must make quarterly advance payments covering the Recipient's estimated quarterly Eligible Costs;
- (b) Payment of the advance for the third quarter and each subsequent quarter is conditional upon the submission by the Recipient of
 - i. a quarterly activity and performance report (as per Schedule A);
 - ii. a financial claim for the previous quarterly period, in a form satisfactory to the Province and certified by a senior officer of the Recipient. Each financial claim must contain the following information:
 - A detailed list of the Eligible Costs incurred and paid during the quarter; and,
 - A statement certifying that all Eligible Costs claimed are in accordance with this Agreement.
 - iii. documentation to support the financial claim (general ledger).
 - iv. The general ledger must be submitted in both PDF and MS Excel format and colour coded to match the eligible costs headings (Salary and Benefits, Organization Operational Costs, Total Administration Costs, Activity-Related Costs, Travel, Direct Participant Payments and Interest).

The Recipient will submit the above within 30 days of the end date of the previous quarterly period.

- (c) If there is a variance between the forecasted cash flow requirements and the actual expenditures for any given quarter equal to or exceeding 15%, the Recipient must submit to the Province a revised forecast of cash flow;
- (d) If the amount of an advance payment exceeds the amount of claimed Eligible Costs incurred for the quarterly period, the Province may deduct the excess amount from the subsequent payment;
- (e) If the amount of an advance payment is less than the amount of claimed Eligible Costs incurred for the quarterly period, the Province must make payment for the variance amount, to the maximum amount eligible to be paid for the period as per sections 1, 2, 3, and 10 (g) of this Schedule B;

- (f) If, during a quarter, the Recipient determines that the advanced amount for the quarterly period is insufficient to cover actual costs, the Province may issue a second advance for the quarterly period upon receipt of a revised forecast of cash flow and written request from the Recipient;
- (g) The Province may withhold payment of any advance pending the completion of any audit of the Recipient's books and records undertaken by the Province pursuant to the terms of this Agreement;
- (h) The Province will withhold payment of 10% of the estimated amount of the contribution payable in the final funding period pending
 - v. Receipt and verification by the Province of a final claim for payment from the Recipient; and,
 - vi. Receipt of any other report that may be required to be submitted to the Province by the Recipient under the terms of this Agreement.
- (i) Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit of the Recipient's books and records to verify the amount of the Eligible Costs for which the Recipient has claimed under this Agreement.
- (j) The recipient will submit to the Province an accrual estimate for the fourth quarter period by a date and time to be determined by the Province, and communicated to the Recipient, each fiscal year. Accrual estimates will be based on current financial information, including expenditures to date and forecasted expenditures to the end of the quarterly period.
- (k) Notwithstanding section 10 (b), the recipient will submit to the Province a 2017 - 2018 fourth quarter claim on February 28, 2018 and a final claim for fiscal year 2017 - 2018 by March 31, 2018.

REPAYMENT OR REDUCTION

- 11. Any financial contribution provided by the Province under this agreement, but not expended or incurred during the Term of the agreement towards eligible expenses, must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the agreement.
- 12. Any refunds received by the Recipient must be noted on the applicable financial claim for the quarterly period and deducted from the amount payable in any given month. Any refunds received by the Recipient after the end of the agreement must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.

13. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories must not exceed the amounts specified in the budget categories.
14. Any interest earned on advances of the Province's contribution will be accounted for by the Recipient. Such interest will be deemed part of the payment of the contribution and will be used or applied to offset the Province's contribution in respect of the Eligible Costs.

**Revised Schedule D to the Shared Cost Arrangement between Her Majesty the Queen in
right of the Province of British Columbia and B.C. Agricultural Research & Development
Corporation**

SCHEDULE D - APPROVED SUBCONTRACTOR(S)

The following subcontractors are approved by the Province to provide services for the delivery
of this Environmental Farm Plan program:

Andrew Bennett (Rossland)
Bruce McTavish (Surrey)
Christine Koch (Abbotsford)
Darrell Zbeetnoff (White Rock)
Dave Melnychuk (Langley)
David Tattam (Duncan)
Dave Zehnder (Invermere)
Duane Holder (Creston)
George Powell (Quesnel)
Heather Meberg (Surrey)
Joe Lariviere (Oliver)
John Friesen (Abbotsford)
Justin McTavish (Vancouver)
Kari Bondaroff (Farmington)
Kiara Jack (Delta)
King Campbell (Kamloops)
Laura Grafton (Prince George)
Lee Hesketh (Lumby)
Major Dhillion (Surrey)
Marjolaine Dessureault (Pemberton)
Megan D'Arcy (Telkwa)
Melanie Dyson (Port Alberni)
Melissa Gunn (Langley)
Peter Spencer (Kelowna)
Rachael Roussin (Rossland)
Susan Van Der Ende (Vancouver)
Wayne Haddow (Mill Bay)

Call for Records AGR-2017-72620 – Innovation Unit

A list of all contracts for **consulting, research, communications or speech writing** issued by the Ministry in the date range of **06/28/2017** To **07/26/2017** including:

- Vendors' names;
- Contracts' reference numbers;
- Dates of the contracts;
- Descriptions of the services provided;
- Delivery dates;
- Original contracts' values;
- Final contracts' values if different from the original contracts' values.

Program Area/Manager	Vendors' Name(s)	Contracts' Reference Numbers	Dates of Contracts	Description of Services Provided	Delivery Dates	Original Contracts' Values	Final Contracts' Values (if different from Original Contract)
Colleen Colwell	Dr. John Church Thompson River University	URAGF2:515	June 28, 2017	Develop a long-range radio frequency identification (RFID) active cattle ear tags which transit both the individual identification of the cattle and their GPS location to a hand held reader to locate animal in field.	Phase 1: September 30, 2017 Phase 2: December 31, 2017 Phase 3: March 9, 2018	\$45,000.00	
Julia Diamond	Mike Manion, Agrisco Supplies Corp	SCAGF2:527	June 30, 2017	Mentoring and coaching services to food processing companies to ensure continuity of service from the BC Food Works Program.	March 31, 2018	\$10,000.00	

Program Area/Manager	Vendors' Name(s)	Contracts' Reference Numbers	Dates of Contracts	Description of Services Provided	Delivery Dates	Original Contracts' Values	Final Contracts' Values (if different from Original Contract)
Stephen Buchanan	Nicholas Grant, UBC-Facility of Land and Food Systems	URAGF2-529	July 5, 2017	Develop and design a new database for tracking, sorting and reporting on agrifood related research in BC. This includes pulling information from existing databases across the Province, and working with the other sectors and researchers to determine business needs, system features and functionality.	Phase 1: September 30, 2017 Phase 2: December 31, 2017 Phase 3: March 20, 2018	\$94,813.00	

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

Transfer under Agreement for Research at a B.C. Public University

THIS AGREEMENT is dated for reference the 28th day of June 2017.

BETWEEN:

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

(the "Province")

Contact: Colleen Colwell (250-356-5346)

OF THE FIRST PART

AND:

Thompson River University
c/o Dr John Church
RC 107, 900 McGill Road, Kamloops, BC V2C 0C8

(the "University")

Contact: Dr John Church (250-828-5150)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual works and know-how;

- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) "Rebate" means a rebate on Federal Goods and Services Tax (GST) applicable to the University;
- (i) "Research Project" means the research project described in Schedule A; and
- (j) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the University falls due

pursuant to this Agreement, to make that payment; 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 subparagraph (a) of this paragraph.

- 3.03 The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of GST, as applicable to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University 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 true and correct;
- (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 fulfill its obligations under this Agreement; and
- (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.

- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University 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 University under this Agreement.

- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University 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.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research Project is of an experimental and exploratory nature, that no particular results can be

guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

SECTION 5—RELATIONSHIP

- 5.01 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.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

6.01 The University will:

- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
- (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as detailed in Schedule C of this Agreement.

SECTION 7—RECORDS

7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

SECTION 8—STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be returned by the University to the Minister of Finance as requested by the Province.

SECTION 9—CONFLICT OF INTEREST

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically describing what portions of such information is considered to be proprietary or

confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
- (b) was in the possession of the University prior to its disclosure by the Province to the University;
- (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
- (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
- (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.

10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

11.01 Any of the following events will constitute an Event of Default, namely:

- (a) the University fails to comply with any material provision of this Agreement;
- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.

12.02 Upon the occurrence of any Event of Default and 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) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any instalment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
- (d) waive the Event of Default; and
- (e) pursue any other remedy available at law or in equity.

12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.

12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.

14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put

to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

15.01 The University will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
- (b) subcontract any obligation of the University under this Agreement.

15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.

15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:

- (a) be the exclusive property of the Province; and
- (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.

16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.

16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional

rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.

- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministry of Agriculture, the Department of Agriculture and Agri-Food Canada, and *Growing Forward 2*.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

- 18.01 Any written communication from the University to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Colleen Colwell, Agri-Innovation Specialist
Colleen.Colwell@gov.bc.ca
FAX: (250) 356-0358

Mailing Address:
PO Box 9120 Stn Prov Govt
Victoria, BC
V8W 9B4

- 18.02 Any written communication from the Province to the University must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Dr John Church, Cattle Research Chair, Thompson River University
jchurch@tru.ca
FAX: (250) 828-5450

Mailing Address:
RC 107, 900 McGill Road,
Kamloops, BC

V2C 0C8

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered or on the date of transmission if faxed or sent by email if applicable.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER

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

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21—SURVIVAL OF PROVISIONS

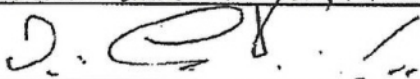
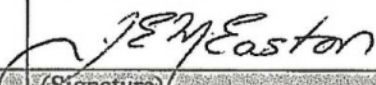
- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22—MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.

- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a 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".
- 22.09 Neither party will be 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 period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

SIGNED AND DELIVERED by the University or an Authorized Representative of the University.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
W.F. Garrett-Petts, Ph.D. Associate Vice-President Research and Graduate Studies	Joan Easton, Executive Director Innovation and Adaptive Services Branch
(Print Name of University or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
June 28, 2017	June 28, 2017
(Date)	(Date)

SCHEDULE A - RESEARCH PROJECT AND TERM

1. Notwithstanding the date of execution of this Agreement, the term of this Agreement will start on July 1, 2017 and end on March 9, 2018.
2. Research Project Details: This project will develop long-range radio frequency identification (RFID) active cattle ear tags which transmit both the individual identification of the cattle and their GPS location to a hand held reader enabling a rancher to locate the animal in the field. The following activities will take place over the term:

Phase	Activity	Due date
Phase 1	<ol style="list-style-type: none">1. Conduct a literature and technology review to identify available technology.2. Investigate available radio frequencies suitable for locating lost animals in the field.3. Determine and verify what the system will need to do to find lost animals under field conditions.	September 30, 2017
Phase 2	<ol style="list-style-type: none">4. Build a proof of concept reader (POC) and six RFID tags.	December 31, 2017
Phase 3	<ol style="list-style-type: none">5. Test dispersal and range of POC devices.6. Prepare and submit Final Report.	March 9, 2018

SCHEDULE B - FINANCIAL CONTRIBUTION

1. The Province agrees to provide to the University the amount of **\$45,000.00** during the Term of the Agreement.
2. Payments will be made as follows:
 - a) an initial payment of **\$10,550.00** to cover Phase 1 project start-up costs, within 30 days of the start date of this Agreement;
 - b) upon receipt by the Province of a project status report for Phase 1, a payment amount of **\$29,950.00**; and
 - c) on completion of the Research Project and upon receipt by the Province of the Final Report (covering Phase 1, Phase 2, and Phase 3) by March 9, 2018, a final payment not to exceed **\$4,500.00**.
3. The University will submit to the Province on completion of the project, a written statement of account showing:
 - (a) the University's legal name and address;
 - (b) the date of the statement and a statement number for identification;
 - (c) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Research Project completed to statement date; and,
 - (d) any other billing information reasonably requested by the Province.

SCHEDULE C – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The University must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Research Project that the Province requests.
2. The University must not provide any media releases, promotional materials or communications in a public forum with respect to the Research Project except if they have been approved in advance by the Province.
3. The University must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other materials or publications produced by the University and related to the Research Project, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the University must submit the proposed template for the advertisement to the Province identifying the media where the University intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

SHARED COST ARRANGEMENT

THIS AGREEMENT is dated for reference the 30 day of June, 2017.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Agriculture (the "Province") with the following specified address and fax number:

PO Box 9120, Stn Prov Govt, Victoria, BC
V8W 9B4

Contact: Julia Diamond (Fax: 250-356-0358 | Phone: 250-356-9831)

AND

Agrisco Supplies Corp. (the "Recipient") with the following specified address and fax number:

19438-118B Ave, Pitt Meadows, BC
V3Y 1K1

Contact: Mike Manion (Fax: 604-608-9264 | Phone: 778-837-3809)

The parties to this Agreement agree as follows:

SECTION 1 - PAYMENT OF A FINANCIAL CONTRIBUTION

- 1.01 The Province must provide the Recipient with a financial contribution (the "Financial Contribution"), in the amount and manner, and at the times set out in Schedule B in order to provide the services (the "Services") during the term (the "Term"), both described in Schedule A.
- 1.02 Notwithstanding any other provision of this Agreement, the payment of the Financial Contribution by the Province to the Recipient pursuant to this Agreement is subject to
 - (a) sufficient monies being available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Recipient falls due pursuant to this Agreement, to make that payment; 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 subparagraph (a) of this paragraph.
- 1.03 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, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule B.
- 1.04 Paragraph 1.03 continues in force indefinitely, even after this Agreement expires or is terminated.

SECTION 2 - REPRESENTATIONS AND WARRANTIES

- 2.01. The Recipient represents and warrants to the Province with the intent that the Province rely on it 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 true and correct;
 - (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 applicable to or binding on it or its operations.
- 2.02 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 by it are representations and warranties by the Recipient under this Agreement.
- 2.03 All representations, warranties, covenants and agreements made in this Agreement and all certificates, applications or other documents delivered by or on behalf of the Recipient are material, have been relied upon by the Province, and continue in effect during the continuation of this Agreement.

SECTION 3 - RELATIONSHIP

- 3.01 No partnership, joint venture, agency or other legal entity is created by this Agreement or any actions of the parties pursuant to this Agreement.
- 3.02 The Recipient is an independent contractor and not the servant, employee or agent of the Province.
- 3.03 The Recipient must not commit or purport to commit the Province to the payment of money to any person, firm or corporation.

- 3.04 The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient must comply with those instructions, but is not subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 4 - RECIPIENT'S OBLIGATIONS

4.01 The Recipient must

- (a) carry out the Services in accordance with the terms stated in Schedule A;
- (b) comply with the payment requirements set out in Schedule B, including all requirements concerning the use, application and expenditure of the Financial Contribution provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (f) not represent itself as a partner or agent of Canada or the Province;
- (g) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement as the Province requests; and,
- (h) carry out the communications activities in accordance with Schedule E.

SECTION 5 - RECORDS

5.01 The Recipient must

- (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province, to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) create and maintain a case file for each participant in the Project, including information as required to comply with reporting criteria outlined in Schedule A (if applicable); and
- (d) permit the Province at any time or times during normal business hours, to copy or audit, or both, any or all of the books of account and records, including

original supporting documents, referred to in sub-paragraphs (a), (b), and (c) of this paragraph.

- 5.02 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.

SECTION 6 - STATEMENTS AND ACCOUNTING

- 6.01 Within 3 months of being requested to do so by the Province, the Recipient must
- (a) provide financial statement(s) for the Recipient's last fiscal year, prepared by a recognized accounting firm, covering the Term of this Agreement;
 - (b) provide to the Province a statement documenting the expenditure of the Financial Contribution under this Agreement in form and content satisfactory to the Province; and
 - (c) complete and submit to the Province Federal-Provincial cost sharing forms, as applicable.
- 6.02 At the sole option of the Province, any portion of the Financial Contribution provided to the Recipient under this Agreement and not expended at the end of the Term
- (a) must be returned by the Recipient to the Minister of Finance;
 - (b) may be retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
 - (c) may be deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 7 - REPORTS

- 7.01 Upon the Province's request, the Recipient must
- (a) in a timely manner, fully inform the Province of the work completed and remaining to be done by the Recipient under this Agreement, and
 - (b) permit the Province at all reasonable times to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and material, both printed and electronic, including, but not limited to, hard disk or diskettes, whether complete or not, that is produced or otherwise acquired by the Recipient as a result of this Agreement (collectively, the "Material").

SECTION 8 - CONFLICT OF INTEREST

- 8.01 The Recipient must not, during the Term, perform a service for or provide advice to any person if the performance of that service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Recipient to the Province under this Agreement and the obligations of the Recipient to the other person.

SECTION 9 - CONFIDENTIALITY

- 9.01 The Recipient must treat as confidential all information or material supplied to or obtained by the Recipient, or any sub-contractor, as a result of this Agreement and must not, without the prior written consent of the Province, permit its disclosure, except as required by applicable law including the *Freedom of Information and Protection of Privacy Act*, or to the extent that the disclosure is necessary to enable the Recipient to fulfil its obligations under this Agreement.

SECTION 10 - DEFAULT

- 10.01 Any of the following events 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 accepting this Agreement is 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 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, including all, 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 or a resolution is passed or a petition is filed for the liquidation or winding up of the Recipient;
 - (g) the Recipient becomes insolvent or commits an act of bankruptcy or 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 receiver or receiver-manager of any property of the Recipient is appointed; or
- (j) 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

11.01 Upon the occurrence of any Event of Default and at any time after the Province may, notwithstanding any other provision of this Agreement, at its option, elect to do any one or more of the following:

- (a) terminate this Agreement, in which case the payment of the amount required under paragraph 11.03 of this Agreement discharges the Province of all liability to the Recipient under this Agreement;
- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any instalment of the Financial Contribution or any amount that is due to the Recipient while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.

11.02 In addition to the actions listed in paragraph 11.01, on the occurrence of an Event of Default the Province may, at its option, either

- (a) terminate this Agreement on 30 days' written notice, or
- (b) terminate this Agreement immediately if the Province determines that the Recipient's failure to comply places the health or safety of any person receiving the Services at immediate risk,

and in either case, the payment of the amount required under paragraph 11.03 of this Agreement discharges the Province of all liability to the Recipient under this Agreement.

11.03 If this Agreement is terminated before 100% completion of the Services, the Province must pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

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 *Commercial Arbitration Act*.

SECTION 13 - INSURANCE AND INDEMNITY

- 13.01 During the Term of this Agreement, the Recipient must provide, maintain and pay for insurance as specified in Schedule C, which may be amended from time to time at the sole discretion of the Province.
- 13.02 The Recipient must indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, if the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Recipient, or of any agent, employee, officer, director or sub-contractor of the Recipient pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 14 - ASSIGNMENT AND SUB-CONTRACTING

- 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 of the Recipient under this Agreement; or
 - (b) subcontract any obligation of the Recipient under this Agreement.
- 14.02 No subcontract entered into by the Recipient relieves the Recipient from any of its obligations under this Agreement or imposes on the Province any obligation or liability arising from the sub-contract.
- 14.03 The Recipient must award contracts using a fair and competitive or otherwise justifiable and generally-accepted sound business process that results in competent and qualified contractors working on the Project.
- 14.04 This Agreement binds the Province and its assigns and the Recipient, the Recipient's successors and permitted assigns.

SECTION 15 - OWNERSHIP

- 15.01 The Recipient is the owner of all intellectual property rights, including copyright, in the Recipient Material. If the Recipient further disburses Project funding, through a written agreement, to another party (a "Final Recipient"), the Recipient must ensure that any such written agreement vests in the Final Recipient ownership of all intellectual property rights, including copyright, in all materials produced or acquired by the Final Recipient as a result of such written agreement (the "Final Recipient Material").
- 15.02 The Province exclusively owns all property and intellectual property rights, including copyright, in the Province Material unless the Province has indicated in writing that the

Province Material is to be owned by the Recipient or the Final Recipient, as the case may be.

- 15.03 The Recipient must deliver the Province Material to the Province forthwith following the expiration or sooner termination of this Agreement. The Province may, at any time or times prior to the expiration or sooner termination of this Agreement, give written notice to the Recipient requesting delivery by the Recipient to the Province of any or all of the Province Material, in which event the Recipient must forthwith comply with that request.

SECTION 16 - OTHER FUNDING

- 16.01 If the Recipient receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Recipient must immediately provide the Province with full and complete details thereof.

SECTION 17 - NOTICES

- 17.01 Any written communication from the Recipient to the Province must be mailed, emailed or faxed to the following address:

Julia Diamond
Julia.Diamond@gov.bc.ca
Fax #: (250) 356-0358

Mailing Address:
PO Box 9120, Stn Prov Govt
Victoria, BC
V8W 9B4

- 17.02 Any written communication from the Province to the Recipient must be mailed, emailed or faxed to the following address:

Mike Manion
mike@agriscosupplies.com
Fax #: (604) 608-9264

Mailing Address:
Agrisco Supplies Corp.
19438-118B Ave
Pitt Meadows, BC
V3Y 1K1

- 17.03 Any written communication from either party is deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of email receipt if emailed; or on the date of transmission if faxed.

- 17.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of the notice, the new address, for the purposes of paragraph 17.01 or 17.02 of this Agreement, is deemed to be the mailing address of the party giving notice.

SECTION 18 - NON-WAIVER

- 18.01 No term of this Agreement and no breach by the Recipient of a term is waived unless the waiver is in writing signed by the Province and the Recipient.
- 18.02 A written waiver by the Province of any breach by the Recipient of any provision of this Agreement is not a waiver of any other provision or of 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.

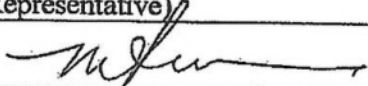
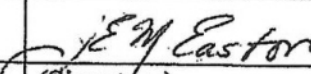
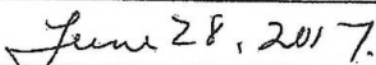
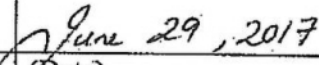
SECTION 20 - SURVIVAL OF PROVISIONS

- 20.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 1.02, 3.03, 5.01, 6.02, 7.01, 9.01, 11.03, 13.03, 15.01 to 15.05, 17.01 to 17.04 and all of the rights and remedies of the Province, either at law or in equity, survive any expiration or sooner termination of this Agreement.

SECTION 21 - MISCELLANEOUS

- 21.01 This Agreement is to be governed by and construed in accordance with the laws of the Province of 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 duly executed by the parties.
- 21.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of that provision to any other person or circumstance is not affected or impaired and is enforceable to the extent permitted by law.
- 21.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province to or for anything related to the Services that by law, the Recipient is required to obtain unless it is expressly stated to be.

- 21.06 If the Recipient is a corporation, the Recipient warrants that the signatory has been duly authorized by the Recipient to execute this Agreement without corporate seal on behalf of the Recipient.
- 21.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered is an original, and all counterparts may be delivered by facsimile transmission and a transmission is considered an original.
- 21.08 For the purpose of paragraphs 21.09 and 21.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party. Lack of money, financing or credit is not an "Event of Force Majeure".
- 21.09 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 period for the performance or completion of the obligation is automatically extended for the duration of the Event of Force Majeure.
- 21.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected must notify the other Party forthwith, and must use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.
- The parties have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the Recipient or an Authorized Representative of the Recipient.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Mike Manion Agrisco Supplies Corp.	Joan Easton Executive Director, Innovation and Adaptive Services Branch
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
	
(Date)	(Date)

SCHEDULE A – SERVICES**PROJECT:**

1. Mentorship and Coaching Services to Food Processing Companies.

TERM:

2. The term of this Agreement is from June 30, 2017 to March 31, 2018.

PROJECT OBJECTIVE:

3. To deliver mentorship / coaching services to food processing companies to ensure continuity of service from the BC FoodWorks Program. This Agreement contributes to economic growth and diversity throughout an environmentally sustainable agrifood and seafood sector (Ministry of Agriculture 2017/18 – 2019/20 Service Plan Goals 1 and 2).

ELIGIBLE PARTICIPANTS:

4. Prior to accepting an individual company into the Project, the Recipient must verify whether or not the individual company qualifies as an eligible participant ("Eligible Participant"). Only individual companies who qualify as an Eligible Participant may participate in the Project.
 - (a) Applicants are eligible if they are:
 - i. Located in British Columbia;
 - ii. Licensed to do business in British Columbia in the food, functional food, or natural health products processing sectors;
 - iii. A New or Early Growth Phase company;
 - iv. Experiencing greater than 10% and accelerating annual growth (gross income); and
 - v. Referred by the Ministry of Agriculture.
5. Costs incurred for the delivery of services/activities to ineligible individuals are not reimbursable.

DESCRIPTION OF SERVICES/ACTIVITIES:

6. The Recipient must provide the following services during the Term:
 - (a) Receive referrals from the Ministry of Agriculture;
 - (b) Assess applicant eligibility and business situation via a questionnaire approved by the Ministry of Agriculture;
 - (c) Identify individualized needs and develop milestones for success for those companies deemed eligible to receive services;

- (d) Provide coaching and planning for approximately 5 companies (target 3 hours/month per company and to a maximum of 12 hours per company) to help participants attain those milestones;
- (e) Ensure participant has a clear understanding of Cost of Goods Sold (COGS);
- (f) Provide detailed information on software that could aid in scalability and growth; and
- (g) Submit a Final Report to the Ministry of Agriculture.

REPORTING AND MONITORING

7. The Recipient must submit to the Province, in a form satisfactory to the Province

- (a) activity and performance reports, by October 2, 2017 and January 2, 2017, including the following:
 - i. key activities that have taken place during the report period;
 - ii. milestones met, issues emerging and/or resolved, total number of coaching hours and number of participants helped per company.
- (b) upon completion of the Services and by March 31, 2018, a final report (the "Final Report"), in substantially the same format and with the same categories as the activity and performance reports. The Final Report must also include details to describe the achievement of the Project's objectives and results.

SCHEDULE B – FINANCIAL CONTRIBUTION

FINANCIAL CONTRIBUTION

1. The Province must provide a financial contribution to the Recipient up to the amount of \$10,000 in respect of eligible costs (See 'Eligible Costs' below) expended or incurred by the Recipient for the provision of the Project during the Term of the Agreement.

ELIGIBLE COSTS

2. Subject to the following conditions, the costs set out below are eligible costs for the purposes of this Agreement, subject to change only with the Province's written approval.
3. Costs are eligible only if they are, in the opinion of the Province,
 - (a) Directly related to the Project; and,
 - (b) Reasonable.
4. Any cost categories not specifically listed are subject to the approval of the Province.
5. Definitions of Eligible Costs (noted in Appendix A) are as follows:

A. Administration Costs	\$
i. Salaries and Benefits	7,000.00
ii. Organization Operational Costs	250.00
Total Administration Costs	7,250.00
B. Project Costs	\$
i. Activity-Related Costs	2,250.00
ii. Travel	500.00
iii. Direct Participant Payments	
Total Project Costs	2,750.00
Total Financial Contribution	\$10,000

6. No financial contribution is payable to the Recipient for costs incurred prior to the effective date, or after the end, of the Agreement.
7. Notwithstanding any other provisions of this Agreement, no financial contribution is payable by the Province in respect of the portion of the cost of any goods and services representing the amount of Goods and Services Tax (GST) paid on those goods and services for which the Recipient, to carry out the services/activities specified in Schedule A, is entitled to claim an input tax credit or rebate.

TERMS OF PAYMENT

8. Upon completion by the Recipient of the activities outlined in Schedule A, payments must be made as follows:

- (a) The Province will make payments to the Recipient for Eligible Costs upon receipt and verification of:
 - i. activity and performance reports as outlined in Schedule A Section 7
 - ii. a financial claim, in a form satisfactory to the Province and certified by a senior officer of the Recipient. The financial claim must contain the following information:
 - A detailed list of the Eligible Costs incurred and paid during the Agreement term; and,
 - A statement certifying that all Eligible Costs claimed are in accordance with this Agreement; and,
 - iii. documentation to support the financial claim (e.g. a General Ledger) in a form satisfactory to the Province.
- (b) Verification by the Province of the claim for final payment may include, if deemed advisable by the Province, the conduct of an audit of the Recipient's books and records to verify the amount of the Eligible Costs for which the Recipient has claimed under this Agreement.

REPAYMENT OR REDUCTION

- 9. Any financial contribution provided by the Province under this Agreement, but not expended or incurred during the Term of the Agreement towards eligible expenses, must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days after the end of the Agreement.
- 10. Any refunds received by the Recipient must be noted on the final financial claim and deducted from the amount payable. Any refunds received by the Recipient after the end of the Agreement must be returned by the Recipient to the Province by cheque payable to the Minister of Finance within 30 days.
- 11. Unless the Province has given its prior written approval to an adjustment between the budget categories identified in the attached budget, the amount payable by the Province with respect to the budget categories must not exceed the amounts specified in the budget categories.

SCHEDULE C - INSURANCE

1. The Recipient must, without limiting its obligations or liabilities herein and at its own expense, provide and maintain the following insurance with insurers licensed in British Columbia 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. 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 the insurance policy(ies) expire before the end of the Term of this Agreement, 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.
 - (c) Notwithstanding paragraph 3(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.
4. The Recipient must 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 – APPROVED SUBCONTRACTOR(S)

Ms. Andrea Gray-Grant
Food Industry Consultant

Ms. Debra Hellbach
Food Industry Specialist

Mr. Tom Lessing
Investment Strategist

Mr. Gursher Sandhu
Food Safety Consultant

Mr. Parm Dhillon
Food Safety Consultant

As per section 14 of this Agreement, the Recipient will obtain written consent of the Province before entering into agreements with additional subcontractors.

SCHEDULE E – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The Recipient must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Project that the Province requests.
2. The Recipient must not provide any media releases, promotional materials or communications in a public forum with respect to the Project except if they have been approved in advance by the Province.
3. The Recipient must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms for use by Participants, or other materials or publications produced by the Recipient and related to the Project, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the Recipient must submit the proposed template for the advertisement to the Province identifying the media where the Recipient intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.

SCHEDULE F – PRIVACY PROTECTION SCHEDULE

Definitions

1. In this Schedule,
 - (a) “**access**” means disclosure by the provision of access;
 - (b) “**Act**” means the *Freedom of Information and Protection of Privacy Act*;
 - (c) “**contact information**” means information to enable an individual at a place of business to be contacted and includes the name, position name or title, business telephone number, business address, business email or business fax number of the individual;
 - (d) “**personal information**” means recorded information about an identifiable individual, other than contact information, collected or created by the Recipient as a result of the Agreement or any previous agreement between the Province and the Recipient dealing with the same subject matter as the Agreement but excluding any such information that, if this Schedule did not apply to it, would not be under the “control of a public body” within the meaning of the Act; and
 - (e) “**privacy course**” means the Province’s online privacy and information sharing training course.

Purpose

2. The purpose of this Schedule is to:
 - (a) enable the Province to comply with the Province's statutory obligations under the Act with respect to personal information; and
 - (b) ensure that, as a service provider, the Recipient is aware of and complies with the Recipient's statutory obligations under the Act with respect to personal information.

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient may only collect or create personal information that is necessary for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must tell an individual from whom the Recipient collects personal information:
 - (a) the purpose for collecting it;

- (b) the legal authority for collecting it; and
- (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Recipient's collection of personal information.

Privacy Training

- 6. The Recipient must ensure that each person who will provide services under the Agreement that involve the collection or creation of personal information will complete, at the Recipient's expense, the privacy course prior to that person providing those services.
- 7. The requirement in section 6 will only apply to persons who have not previously completed the privacy course.

Accuracy of personal information

- 8. The Recipient must make every reasonable effort to ensure the accuracy and completeness of any personal information to be used by the Recipient or the Province to make a decision that directly affects the individual the information is about.

Requests for access to personal information

- 9. If the Recipient receives a request for access to personal information from a person other than the Province, the Recipient must promptly advise the person to make the request to the Province unless the Agreement expressly requires the Recipient to provide such access and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Correction of personal information

- 10. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Recipient must annotate or correct the information in accordance with the direction.
- 11. When issuing a written direction under section 10, the Province must advise the Recipient of the date the correction request to which the direction relates was received by the Province in order that the Recipient may comply with section 12.
- 12. Within 5 Business Days of correcting or annotating any personal information under section 10, the Recipient must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Recipient disclosed the information being corrected or annotated.
- 13. If the Recipient receives a request for correction of personal information from a person other than the Province, the Recipient must promptly advise the person to make the

request to the Province and, if the Province has advised the Recipient of the name or title and contact information of an official of the Province to whom such requests are to be made, the Recipient must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

14. The Recipient must protect personal information by making reasonable security arrangements against such risks as unauthorized access, collection, use, disclosure or disposal, including any expressly set out in the Agreement.

Storage and access to personal information

15. Unless the Province otherwise directs in writing, the Recipient must not store personal information outside Canada or permit access to personal information from outside Canada.

Retention of personal information

16. Unless the Agreement otherwise specifies, the Recipient must retain personal information until directed by the Province in writing to dispose of it or deliver it as specified in the direction.

Use of personal information

17. Unless the Province otherwise directs in writing, the Recipient may only use personal information if that use is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.

Disclosure of personal information

18. Unless the Province otherwise directs in writing, the Recipient may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Recipient's obligations, or the exercise of the Recipient's rights, under the Agreement.
19. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Recipient must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

20. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.2 of the Act, if in relation to personal information in the custody or under the control of the Recipient, the Recipient:
 - (a) receives a foreign demand for disclosure;
 - (b) receives a request to disclose, produce or provide access that the Recipient knows or has reason to suspect is for the purpose of responding to a foreign demand for disclosure; or

- (c) has reason to suspect that an unauthorized disclosure of personal information has occurred in response to a foreign demand for disclosure

the Recipient must immediately notify the Province and, in so doing, provide the information described in section 30.2(3) of the Act. In this section, the phrases "foreign demand for disclosure" and "unauthorized disclosure of personal information" will bear the same meanings as in section 30.2 of the Act.

Notice of unauthorized disclosure

21. In addition to any obligation the Recipient may have to provide the notification contemplated by section 30.5 of the Act, if the Recipient knows that there has been an unauthorized disclosure of personal information in the custody or under the control of the Recipient, the Recipient must immediately notify the Province. In this section, the phrase "unauthorized disclosure of personal information" will bear the same meaning as in section 30.5 of the Act.

Inspection of personal information

22. In addition to any other rights of inspection the Province may have under the Agreement or under statute, the Province may, at any reasonable time and on reasonable notice to the Recipient, enter on the Recipient's premises to inspect any personal information in the possession of the Recipient or any of the Recipient's information management policies or practices relevant to the Recipient's management of personal information or the Recipient's compliance with this Schedule and the Recipient must permit, and provide reasonable assistance to, any such inspection.

Compliance with the Act and directions

23. The Recipient must in relation to personal information comply with:
- (a) the requirements of the Act applicable to the Recipient as a service provider, including any applicable order of the commissioner under the Act; and
 - (b) any direction given by the Province under this Schedule.
24. The Recipient acknowledges that it is familiar with the requirements of the Act governing personal information that are applicable to it as a service provider.

Notice of non-compliance

25. If for any reason the Recipient does not comply, or anticipates that it will be unable to comply, with a provision in this Schedule in any respect, the Recipient must promptly notify the Province of the particulars of the non-compliance or anticipated non-compliance and what steps it proposes to take to address, or prevent recurrence of, the non-compliance or anticipated non-compliance.

Termination of Agreement

26. In addition to any other rights of termination which the Province may have under the Agreement or otherwise at law, the Province may, subject to any provisions in the Agreement establishing mandatory cure periods for defaults by the Recipient, terminate the Agreement by giving written notice of such termination to the Recipient, upon any failure of the Recipient to comply with this Schedule in a material respect.

Interpretation

27. In this Schedule, references to sections by number are to sections of this Schedule unless otherwise specified in this Schedule.
28. Any reference to the "Recipient" in this Schedule includes any sub Contractor or agent retained by the Recipient to perform obligations under the Agreement and the Recipient must ensure that any such sub Contractors and agents comply with this Schedule.
29. The obligations of the Recipient in this Schedule will survive the termination of the Agreement.
30. If a provision of the Agreement (including any direction given by the Province under this Schedule) conflicts with a requirement of the Act or an applicable order of the commissioner under the Act, the conflicting provision of the Agreement (or direction) will be inoperative to the extent of the conflict.
31. The Recipient must comply with the provisions of this Schedule despite any conflicting provision of this Agreement or, subject to section 32, the law of any jurisdiction outside Canada.
32. Nothing in this Schedule requires the Recipient to contravene the law of any jurisdiction outside Canada unless such contravention is required to comply with the Act.



APPENDIX A

Eligible Costs for Growing Forward 2 Program Administrators

The following is a list of items that may be considered Eligible Costs for the purposes of Growing Forward 2 program delivery and administration. The Eligible Costs for each program will be identified in a formal, written funding agreement between the Province and a Program Administrator.

A. Administration Costs

1. Salaries/Benefits

Includes: Employee wages, Mandatory Employment Related Costs (MERCs), Employment Insurance (EI), Canada Pension Plan (CPP), vacation pay and benefits

2. Organization Operational Costs

Includes: Audit fees, bookkeeping, bank fees, legal fees, janitorial services, information technology (IT) and equipment services, software licensing, utilities, internet costs, postage/courier costs, telephones & mobile/cellular devices, rent/lease, and insurance

B. Program Costs

1. Activity-Related Costs

Includes: advertising & communications, materials & supplies, printing, conference fees, and sub-contracting costs

2. Travel

Includes: transportation costs (e.g. costs associated with flights, ferries, taxis, use of private vehicles, rental vehicles, etc.), meal or per diem costs, and accommodation costs

3. Direct Participant Payments

Includes: Payments made to Eligible Participants as outlined in the funding agreement

Note: in the above, fees are costs *incurred* by the Program Administrator for services in support of program activities (i.e. not *charged* by the Program Administrator to the Province).

Examples of Ineligible Costs

- Costs associated with fundraising activities
- Parking tickets
- Entertainment costs
- Board membership fees
- Purchase of any illegal substances
- Purchase of alcoholic beverages
- Unreasonable gifts or unreasonable payments for recognition
- Legal fees and court awards for inappropriate dismissal or other inappropriate/illegal activity
- Membership fees for private clubs, etc. (golf clubs, gyms, etc.) unless part of existing (non-monetary) employment benefits package
- Capital costs for the construction of a building (other than minor repairs or renovations) or the purchase of land or buildings
- Canada Revenue Agency or payroll penalties
- Fines or penalties
- Depreciation on fixed assets
- Purchase of motor vehicles
- Staff mentor and/or coaching costs

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

Transfer under Agreement for Research at a B.C. Public University

THIS AGREEMENT is dated for reference the 5th day of July, 2017.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH
COLUMBIA,
represented by the Minister of Agriculture (the "Province")

Contact: Stephen Buchanan (259-356-1675)

OF THE FIRST PART

AND:

University of British Columbia
Faculty of Land and Food Systems
248 – 2357 Main Mall
Vancouver, BC
V6T 1Z4
(the "University")

Contact: Nicholas Grant (604-822-9138)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1—DEFINITIONS

1.01 Where used in this Agreement:

- (a) "Commercial" means being able to yield or make a profit, prepared, done, or acting with sole or chief emphasis on saleability, profit, or success;
- (b) "Financial Contribution" means the total aggregate funding value stipulated in Schedule B;
- (c) "Intellectual Property" means intangible (non-physical) property which includes scientific or scholarly discoveries, copyright, computer software, moral rights related to copyrighted materials, trademarks, official marks, domain names, patents, industrial designs, literary, artistic, musical or visual

works and know-how;

- (d) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, on hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by the University, or provided by or on behalf of the Province to, the University as a direct result of this Agreement, but does not include property owned by the University;
- (e) "Non-Commercial" means not being able to profit financially at any time from the Material under this Agreement between the Province and University, in the use of the Material by the following non-commercial users and their employees: government ministries, agencies, boards and commissions; educational institutions (such as public school boards, public post-secondary institutions, community and technical institutes); and non-profit organizations (such as public libraries, charities, and other organizations created for the promotion of educational, health or social services purposes);
- (f) "Personal Information" means recorded information, not including business contact information, about an identifiable individual;
- (g) "Principal Investigator" means the individual identified by the University as the person primarily responsible for the Research Project;
- (h) "Rebate" means a rebate on Federal Goods and Services Tax (GST) applicable to the University;
- (i) "Research Project" means the research project described in Schedule A; and
- (j) "Term" means the period commencing on the start date and expiring on the end date of the Agreement stipulated in the Schedule A.

SECTION 2—APPOINTMENT

- 2.01 The Province retains the University to conduct the Research Project during the Term, both described in Schedule "A".

SECTION 3—PAYMENT OF A FINANCIAL CONTRIBUTION

- 3.01 Subject to the provisions of this Agreement, the Province will pay the University, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Financial Contribution by the Province to the University pursuant to this Agreement is subject to:
- (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal

year when any payment of money by the Province to the University falls due pursuant to this Agreement, to make that payment; 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 subparagraph (a) of this paragraph.

- 3.03 The University is entitled to a Rebate from the Federal Government and may, therefore, charge to the Province only the non-refundable portion of GST, as applicable to the Research Project, and as provided for within the Financial Contribution.

SECTION 4—REPRESENTATIONS AND WARRANTIES

- 4.01 Subject to paragraph 4.04 (Disclaimer), the University 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 true and correct;
- (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 fulfill its obligations under this Agreement; and
- (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.

- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the University 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 University under this Agreement.

- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the University 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.

- 4.04 **Disclaimer.** The University makes no representations or warranties, either express or implied, regarding data or other results arising from the Research Project. The University specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and the University will, in no event, be liable for any loss of profits, be they direct, consequential, incidental, or special or other similar damages arising from any defect, error or failure to perform, even if the University has been advised of the possibility of such damages. The Province acknowledges that the Research

Project is of an experimental and exploratory nature, that no particular results can be guaranteed, and that the Province has been advised by the University to undertake its own due diligence with respect to all matters arising from this Agreement.

SECTION 5—RELATIONSHIP

- 5.01 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.
- 5.02 Each party will be an independent contractor and not the servant, employee or agent of the other party.
- 5.03 The University will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give reasonable instructions to the University in relation to the carrying out of the Research Project, and the University will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement. Notwithstanding the foregoing, all changes to the scope and direction of the Agreement will be made with mutual agreement between the parties.

SECTION 6—UNIVERSITY'S OBLIGATIONS

- 6.01 The University will:
- (a) carry out the Research Project in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff;
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Research Project;
 - (f) co-operate with the Province in making such public announcements regarding the Research Project and the details of this Agreement as detailed in Schedule C of this Agreement.

SECTION 7—RECORDS

- 7.01 The University will:

- (a) establish and maintain accounting and administrative records to be used as the basis for the calculation of the Financial Contribution;
- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred; and
- (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the University to conduct the Research Project or keep any documents or records pertaining to the Research Project, in order for the Province to inspect, audit, examine, review and copy any findings, data, specifications, drawings, working papers, reports, surveys, spread sheets, evaluations, documents, databases and other Material, (both printed and electronic, including, but not limited to, on hard disk or diskettes), whether complete or not, that are produced, received or otherwise acquired by the University as a result of this Agreement.

7.02 The parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the University.

SECTION 8—STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province in writing, the University will provide to the Province a financial statement documenting the expenditure of the Financial Contribution under this Agreement.
- 8.02 At the sole option of the Province, any portion of the Financial Contribution provided to the University under this Agreement and not expended at the end of the Agreement shall be returned by the University to the Minister of Finance as requested by the Province.

SECTION 9—CONFLICT OF INTEREST

- 9.01 The University must not knowingly allow its research personnel involved in performing the Research Project, to provide any services to any person in circumstances that could give rise to a conflict of interest between their duties to that person and their duties to the Province under this Agreement.

SECTION 10—CONFIDENTIALITY

- 10.01 The University will treat as confidential all information or material which are clearly marked as confidential or proprietary when first disclosed ("Confidential Information") by the Province and supplied to or obtained by the University, or any subcontractor, under this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the University to fulfill its obligations under this Agreement. Confidential Information may also include information furnished during discussions or oral presentations if it is conspicuously identified as proprietary at the time and then transcribed or confirmed in writing within thirty (30) days, specifically

describing what portions of such information is considered to be proprietary or confidential. However, the University is under no obligation to maintain the confidentiality of Confidential Information which the University can show:

- (a) is or subsequently becomes generally available to the public through no act or fault of the University;
- (b) was in the possession of the University prior to its disclosure by the Province to the University;
- (c) was lawfully acquired by the University from a third party who was not under an obligation of confidentiality to the Province; or
- (d) is required by an order of a legal process to disclose, provided that the University gives the Province prompt and reasonable notification of such requirement prior to disclosure; or
- (e) was independently developed by employees, agents or consultants of the University who had no knowledge of or access to the Province's information as evidenced by the University's records.

10.02 The University will ensure that the Principal Investigator of the Research Project acknowledges the confidentiality provisions in this Agreement and it is the responsibility of the Principal Investigators to ensure that all other employees engaged in the Research Project are aware of the confidentiality provisions in this Agreement.

SECTION 11—DEFAULT

11.01 Any of the following events will constitute an Event of Default, namely:

- (a) the University fails to comply with any material provision of this Agreement;
- (b) subject to paragraph 4.04, any representation or warranty made by the University in accepting this Agreement is untrue or incorrect; or
- (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the University pursuant to or as a result of this Agreement is untrue or incorrect.

SECTION 12—TERMINATION

12.01 Either party may terminate this Agreement for any reason by giving at least thirty (30) days prior written notice to the other.

12.02 Upon the occurrence of any Event of Default and 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) terminate this Agreement, in which case the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any instalment of the Financial Contribution or any amount that is due to the University while the Event of Default continues;
 - (d) waive the Event of Default; and
 - (e) pursue any other remedy available at law or in equity.
- 12.03 The Province may also, at its option, terminate this Agreement immediately if the Province determines that the University's failure to comply places the health or safety of any person conducting the Research Project at immediate risk, and the payment of the amount required under paragraph 12.04 of this Agreement will discharge the Province of all liability to the University under this Agreement.
- 12.04 Where this Agreement is terminated before 100% completion of the Research Project, the Province will pay to the University all costs and liabilities, including uncancellable commitments, relating to the Research Project up to but no more than the Financial Contribution which have been incurred by the University as of the date of receipt of notice of termination or the date of termination, whichever is later.

SECTION 13—DISPUTE RESOLUTION

- 13.01 All disputes arising out of or in connection with this Agreement or in respect of any defined legal relationship associated with it or derived from it must, unless the parties otherwise agree, be referred to and finally resolved by arbitration under the *Commercial Arbitration Act*.

SECTION 14—INDEMNITY

- 14.01 The Province will indemnify and save harmless the University, its Board of Governors, directors, officers, employees, faculty, students and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the University, its Board of Governors, directors, officers, employees, students and agents may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Province, or of any agent, employee, officer or director of the Province pursuant to this Agreement.
- 14.02 The University will indemnify and save harmless the Province, its officers, directors, employees and agents from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer, or be put

to at any time, either before or after the expiration or termination of this Agreement, where the same are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the University or its Board of Governors, directors, officers, employees, faculty, contractors, students or agents pursuant to this Agreement.

SECTION 15—ASSIGNMENT AND SUBCONTRACTING

15.01 The University will not, without the prior, written consent of the Province:

- (a) assign, either directly or indirectly, this Agreement or any right of the University under this Agreement; or
- (b) subcontract any obligation of the University under this Agreement.

15.02 No subcontract entered into by the University will relieve the University from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such subcontract.

15.03 This Agreement will be binding upon the Province and its assigns and the University, the University's successors and permitted assigns.

SECTION 16—OWNERSHIP AND PUBLICATION OF RESULTS AND INTELLECTUAL PROPERTY

16.01 Any equipment, machinery, data or other property, provided by the Province to the University for the conduct of the Research Project under this Agreement will:

- (a) be the exclusive property of the Province; and
- (b) forthwith be delivered by the University to the Province on written notice to the University requesting delivery of the same at the Province's costs, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

16.02 The University will retain title to any equipment purchased with funds provided by the Province under this Agreement and the Province acknowledges that the University's insurance is applicable only to such equipment owned by the University.

16.03 The Province acknowledges and agrees that the University owns all right, title and interest in the Material produced under this Agreement and Intellectual Property arising from the Research Project under this Agreement.

16.04 The University hereby grants the Province a perpetual non-exclusive, irrevocable, world-wide, fully paid up and royalty-free license to use, make, copy, distribute, translate, practice, and reproduce the Material produced under this Agreement and Intellectual Property arising under this Agreement for scientific, educational, public good and other Non-Commercial uses. In addition, the University grants the Province the additional

rights to incorporate all or portions of the Material produced under this Agreement in any reports created by the Province and to further develop the Research Project reports provided that the content of the Research Project reports is not materially modified without the written approval of the University. Upon the Province's request, the University will deliver documents satisfactory to the Province that waive in the Province's favour any moral rights to Research Project reports, as defined in "Schedule A", which the University's employees or contractors may have in said Research Project reports.

- 16.05 The University and its employees will not be restricted from presenting publications at symposia, national or regional professional meetings, or from publishing in journals or other publications, accounts of the work pertaining to this Agreement. Publications, conference presentations, symposia and all other dissemination of material pertaining to the work of this Agreement will recognize the Ministry of Agriculture, the Department of Agriculture and Agri-Food Canada, and *Growing Forward 2*.

SECTION 17—OTHER FUNDING

- 17.01 The University will ensure that if the University's research personnel, involved in performing the Research Project, receives funding for or in respect of the Research Project from any person, firm, corporation or other government or government body, then the University will immediately provide the Province with details thereof.

SECTION 18—NOTICES

- 18.01 Any written communication from the University to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Stephen Buchanan, Sr. Innovation Officer
Stephen.Buchanan@gov.bc.ca
FAX # (250) 356-0358

Mailing Address:
PO Box 9120 Stn Prov Govt
Victoria, BC V8W 9B4

- 18.02 Any written communication from the Province to the University must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Nicholas Grant, Research Facilitator
Nicholas.Grant@ubc.ca
FAX # (604) 822-6394

Mailing Address:
University of British Columbia
Faculty of Land and Food Systems
248-2357 Main Mall, Vancouver, BC V6T 1Z4

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered or on the date of transmission if faxed or sent by email if applicable.
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19—NON-WAIVER

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

SECTION 20—ENTIRE AGREEMENT

- 20.01 This Agreement including the Schedules constitutes the entire agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21—SURVIVAL OF PROVISIONS

- 21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 4.04, 7.01, 7.02, 8.02, 10.01, 12.04, 13.01, 14.01, 14.02, 16.01, 16.02, 16.03, 16.04, and all of the rights and remedies of the parties, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

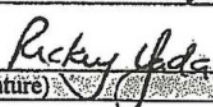
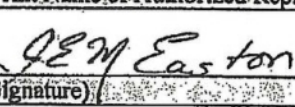
SECTION 22—MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application 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 thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the

Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Research Project that by statute, the University is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

- 22.06 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.07 Time is of the essence of this Agreement.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a 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".
- 22.09 Neither party will be 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 period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

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

SIGNED AND DELIVERED by the University or an Authorized Representative of the University.	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province.
Rickey Yada, Dean Faculty of Land and Food Systems (Print Name of University or Authorized Representative)	Joan Easton, Executive Director Innovation and Adaptation Services Branch (Print Name of Authorized Representative)
 (Signature)	 (Signature)
30 June 2017 (Date)	July 5, 2017 (Date)

SCHEDULE A - RESEARCH PROJECT AND TERM

1. Notwithstanding the date of execution of this Agreement, the term of this Agreement will start on July 5th, 2017 and end on March 20, 2018.
2. Research Project Details: The project will develop and design a new database to pull data from existing databases across the province, and work with management, users, and information technologists to determine business needs, system features and functionality. Once established, the database will be easily updateable and searchable by members of the research community so that agri-industry representatives will always have access to the most current research information. Specific activities will include:

Phase	Activity	Completion date
1	<ul style="list-style-type: none"> Determine the nature of current databases in BC that house agrifood research and develop technical documentation of system architecture, operational requirements and programming for the UBC Faculty of Land and Food Systems Learning Centre. 	September 30, 2017
2	<ul style="list-style-type: none"> Design and implement an application programming interface (API) using a standardized architecture and design environment that can consolidate and store the data in a single database, incorporating industry feedback and features of the University of Guelph Food Map as appropriate. Consolidate as much of the information sourced in Phase 1 as is feasible given: <ul style="list-style-type: none"> (a) the voluntary nature of data owner participation; (b) the format of the sourced agrifood project data as it is found; (c) efficiencies that are found by leveraging the open-source nature of the API to seek direct data contributions by the data owners to the central agrifood database at UBC-LFS. 	December 31, 2017
3	<ul style="list-style-type: none"> Conduct performance and accuracy tests and liaise with select agrifood industry partners in a series of iterative test launches. Submit a Final Report describing achievement of the project's objective as outlined in Schedule A (Section 2) and future plans for maintaining and building upon the database so that agri-industry representatives will always have access to the most current research information. 	March 20, 2018

3. SCHEDULE B - FINANCIAL CONTRIBUTION

- 1. The Province agrees to provide to the University the amount of \$94,813.00 during the Term of the Agreement.**
- 2. Payments will be made as follows:**
 - (a) an initial payment of \$47,862.00 within 30 days of the start date of this Agreement;
 - (b) upon receipt by the Province of a progress report confirming completion of Phase 1 activities, a payment amount of \$36,000.00;
 - (c) upon receipt by the Province of a progress report confirming completion of Phase 2 and 3 activities and a Final Report, a payment amount of \$10,951.00.
- 3. The University will submit to the Province upon completion of each phase of the Research Project specified in Schedule "A", a written statement of account showing:**
 - (a) the University's legal name and address;
 - (b) the date of the statement and a statement number for identification;
 - (c) the calculation of the Financial Contribution being claimed, with reasonable detail of the applicable part of the Research Project completed to statement date; and,
 - (d) any other billing information reasonably requested by the Province.

SCHEDULE C – MARKETING, PUBLICITY AND COMMUNICATIONS

1. The University must cooperate with the Province in the public announcements, news releases or event opportunities regarding the Research Project that the Province requests.
2. The University must not provide any media releases, promotional materials or communications in a public forum with respect to the Research Project except if they have been approved in advance by the Province.
3. The University must acknowledge the financial contribution made by the Province and Canada on any signage, posters, exhibits, pamphlets, brochures, advertising, websites, forms, or other materials or publications produced by the University and related to the Research Project, in terms satisfactory to the Province.
4. All print advertisements must
 - (a) include display of the *Growing Forward 2* logo, Provincial logo and Canada word mark; and,
 - (b) include a key message pre-approved by the Province.
5. All advertisements, including print advertisements, must have prior approval from the Province. To obtain prior approval, the University must submit the proposed template for the advertisement to the Province identifying the media where the University intends to advertise and the duration of the proposed advertisement.
6. Any urgent media deadlines for advertising should be flagged when requests for approvals are submitted.