

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

SHARED COST ARRANGEMENT

THIS AGREEMENT is dated for reference the 21st day of March, 2018.

BETWEEN

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

Contact: Stephen Buchanan (250) 356-1675

AND

Name: Cariboo Cattlemen's Association
Address: Box 4247 STN Main, Williams Lake, BC, V2G 2V3
(the "Recipient")

Contact: Cordy Cox-Ellis (250) 476-1221

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:

Name: Stephen Buchanan
Email: stephen.buchanan@gov.bc.ca

Mailing Address: PO Box 9120 Stn Prov Govt
City, Province: Victoria, BC
Postal Code: V8W 9B4

Telephone: 250 356-1675

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

Name: Cordy Cox-Ellis
Email: daneranch.inc@gmail.com

Mailing Address: Box 4247 STN Main
City, Province: Williams Lake, BC
Postal Code: V2G 2V3

Telephone: (250) 476-1221

- 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.

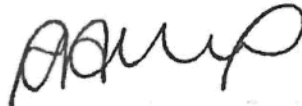



- 21.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered is an original, and all counterparts may be delivered by facsimile transmission and a transmission is considered an original.
- 21.08 For the purpose of paragraphs 21.09 and 21.10, 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. Cordy Cox-Ellis, President Cariboo Cattlemen's Association	SIGNED AND DELIVERED on behalf of the Province by an Authorized Representative of the Province. Joan Easton, Executive Director Innovation and Adaptation Services Branch
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(Print Name of Recipient or Authorized
Representative)

(Print Name of Authorized Representative)


(Signature)


(Signature)

March 20, 2018
(Date)

March 20, 2018
(Date)

SCHEDULE A – SERVICES

PROJECT:

1. BC Meats Centre of Excellence

TERM:

2. March 21, 2018 to March 31, 2018

PROJECT OBJECTIVE:

3. To initiate activities needed to develop a feasibility study/business plan to create a “BC Meats Centre of Excellence” in the Cariboo region that is intended to be an operational abattoir for slaughter/processing, a training facility as well as a state-of-the-art research centre connected to Thompson Rivers University.

DESCRIPTION OF SERVICES/ACTIVITIES:

4. The Recipient must provide the following services during the Term:
 - (a) Establish a steering committee for the “BC Meats Centre of Excellence” that will provide leadership and strategic direction for the initiative;
 - (b) Investigate potential funding sources / review various industry business models for the Centre of Excellence and create a summary document for stakeholders;
 - (c) Host a teleconference with stakeholders to obtain feedback on the summary document and support a foundation for moving forward with developing a business plan / feasibility study for the Centre;
 - (d) Deliver a written final report on the activities and findings of activities (a) through (c), including the number of teleconferences held with stakeholders and the number of stakeholder participants in each teleconference.

REPORTING AND MONITORING

5. 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’) that includes the following:
 - (a) a description of the achievement of the Project’s objectives and results as identified in Sections 3 and 4 of Schedule A.

SCHEDULE B – FINANCIAL CONTRIBUTION

FINANCIAL CONTRIBUTION

1. The Province must provide a financial contribution to the Recipient up to the amount of \$5,634.00 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 are as follows:

A. Administration Costs	\$
i. Salaries and Benefits	0.00
ii. Organization Operational Costs	\$ 759.00
Total Administration Costs	\$ 759.00
B. Project Costs	\$
i. Activity-Related Costs	\$ 4,875.00
ii. Travel	0.00
iii. Direct Participant Payments	0.00
Total Project Costs	\$ 4,875.00
Total Financial Contribution	\$ 5,634.00

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. Payments must be made as follows:
- (a) The Province will make payment to the Recipient for Eligible Costs upon receipt and verification of:
 - i. 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,
 - ii. documentation to support the financial claim (e.g. a General Ledger); and,
 - iii. the Final Report.
 - (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)

1. David Charchuk – Charchuk Consulting
2. Ron Keeley – Kam Lake View Meats
3. Sandra Vanderbyl – Vanderbyl Consulting

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.

Wong, Jane T AGRI:EX

From: Easton, Joan E AGRI:EX
Sent: Tuesday, March 13, 2018 4:43 PM
To: Hold -180502 - Diamond, Julia AGRI:EX
Cc: Anderson, Blake AGRI:EX
Subject: FW: For review/approval: SCA for BC Meats Centre of Excellence
Attachments: SCAGF2-XXX Request for SCA Meat Centre of Excellence.docx; SCAGF2-XXX BC Meat Centre of Excellence.docx; Re: For review/approval: SCA for BC Meats Centre of Excellence

Julia

I have reviewed the attached as ED and EA and the direct award approach has been approved by our ADM. Please proceed with the CSNR review.

Regards
Joan

From: Diamond, Julia AGRI:EX
Sent: Tuesday, March 13, 2018 4:11 PM
To: Easton, Joan E AGRI:EX
Subject: For review/approval: SCA for BC Meats Centre of Excellence

Hi Joan,

Attached for your review and approval is a Request for SCA and Draft SCA for the BC Meats Centre of Excellence project. This is a direct award with the Cariboo Cattlemen's Association to undertake preliminary work for a feasibility study/business case.

- The value of the contract is \$5,634.00, which will be paid upon submission of the final report.
- The anticipated start date is Mar 15 and completion date is Mar 31.
- There are three sub-contractors of the Cattlemen's Association who will be undertaking the work.
- A contract number will be requested from CSNR and assigned to the approved SCA.

Please let me know if you require anything further.

Thanks,
Julia

Julia Diamond

A/Manager, Innovation | Ministry of Agriculture
(250) 208-9909

Wong, Jane T AGRI:EX

From: Lalani, Arif AGRI:EX
Sent: Tuesday, March 13, 2018 4:41 PM
To: Easton, Joan E AGRI:EX
Subject: Re: For review/approval: SCA for BC Meats Centre of Excellence

Approved

Arif Lalani, ADM, Agriculture

On Mar 13, 2018, at 4:28 PM, Easton, Joan E AGRI:EX <Joan.Easton@gov.bc.ca> wrote:

Arif

This is being sent to you for your approval of the direct award approach.

Regards
Joan

From: Diamond, Julia AGRI:EX
Sent: Tuesday, March 13, 2018 4:11 PM
To: Easton, Joan E AGRI:EX
Subject: For review/approval: SCA for BC Meats Centre of Excellence

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Please let me know if you require anything further.
Thanks,
Julia

Julia Diamond
A/Manager, Innovation | Ministry of Agriculture
(250) 208-9909

<SCAGF2-XXX Request for SCA Meat Centre of Excellence.docx>

<SCAGF2-XXX BC Meat Centre of Excellence.docx>

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Importance: High

Arif

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- There are three sub-contractors of the Cattlemen's Association who will be undertaking the work.
- A contract number will be requested from CSNR and assigned to the approved SCA.

Please let me know if you require anything further.

Thanks,
Julia

Julia Diamond
A/Manager, Innovation | Ministry of Agriculture
(250) 208-9909

Wong, Jane T AGRI:EX

From: Hold -180502 - Diamond, Julia AGRI:EX
Sent: Tuesday, March 13, 2018 4:11 PM
To: Easton, Joan E AGRI:EX
Subject: For review/approval: SCA for BC Meats Centre of Excellence
Attachments: SCAGF2-XXX Request for SCA Meat Centre of Excellence.docx; SCAGF2-XXX BC Meat Centre of Excellence.docx

Hi Joan,

Attached for your review and approval is a Request for SCA and Draft SCA for the BC Meats Centre of Excellence project. This is a direct award with the Cariboo Cattlemen's Association to undertake preliminary work for a feasibility study/business case.

- The value of the contract is \$5,634.00, which will be paid upon submission of the final report.
- The anticipated start date is Mar 15 and completion date is Mar 31.
- There are three sub-contractors of the Cattlemen's Association who will be undertaking the work.
- A contract number will be requested from CSNR and assigned to the approved SCA.

Please let me know if you require anything further.

Thanks,

Julia

Julia Diamond

A/Manager, Innovation | Ministry of Agriculture
(250) 208-9909

Request for SHARED COST ARRANGEMENT (SCA)

The purpose of the Request for SCA form is to meet the Ministry's accountability requirements as per Core Policy in the planning, monitoring, and reporting of SCAs. This form documents the Ministry's objectives and provides justification and considerations for risk and budget. An SCA is used to formalize a funding relationship with an organization in which the provincial government **does not** expect to directly receive any goods or services in return, be repaid in the future or receive a financial return.

SECTION A - IDENTIFICATION *(to be completed by the Qualified Receiver)*

MINISTRY	Min of Agriculture	TOTAL AGREEMENT VALUE	\$ 5,634.00
BRANCH	Innovation and Adaptation Services Branch	GF2 PRIORITY AREA	Research & Development 1.1
START DATE	2018-03-15	END DATE	2018-03-31
QUALIFIED RECEIVER	Stephen Buchanan	EMAIL	stephen.buchanan@gov.bc.ca
EXPENSE AUTHORITY	Joan Easton	EMAIL	joan.easton@gov.bc.ca
SUPPORTED BY MOU?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IF YES, MOU #	

SECTION B - PROJECT DETAILS *(to be completed by the Qualified Receiver)*

MINISTRY'S ROLE	Growing Forward 2 Bilateral Agreement Administrator
OBJECTIVE OF THE PROJECT	<p>To initiate activities needed to develop a feasibility study/business plan to create a "BC Meats Centre of Excellence".</p> <p>This project supports the <i>Grow BC</i> and <i>Feed BC</i> priorities of the Ministry of Agriculture's mandate (Goals 1 and 2 in the new Service Plan): build sustainable production/help BC producers expand local food production and build the capacity along the value chain of BC producers, processors and distributors to expand the availability of BC foods.</p>
DESCRIBE THE PROJECT ACTIVITIES	<p>The project will:</p> <ol style="list-style-type: none"> 1. Establish a steering committee for the "BC Meats Centre of Excellence" initiative; 2. Investigate potential funding sources / review various industry business models for the Centre of Excellence and create a summary document for stakeholders;

	3. Host a teleconference with stakeholders to obtain feedback on the summary document; 4. Create a foundation for moving forward with developing a business plan / feasibility study for the "BC Meats Centre of Excellence"; and 5. Deliver a written final report on the activities and findings.																																			
PERFORMANCE MEASUREMENT INDICATORS <i>Include relevant performance indicators from Schedule 1 of GF2 Bilateral Agreement and any other quantitative and qualitative measures</i>	The project will provide: 1. A final report; 2. The number of stakeholder conference calls (knowledge transfer events); and 3. The number of stakeholders participating in each call.																																			
RESOURCES REQUIRED TO CARRY OUT PROJECT <i>See GF2 - Eligible Costs for Cost Category definitions</i> <i>Check all that apply</i>	<input type="checkbox"/> Salaries and Benefits \$ 0.00 <input checked="" type="checkbox"/> Organizational Operational Costs \$ 759.00 <input checked="" type="checkbox"/> Activity-Related Costs \$ 4875.00 <input type="checkbox"/> Travel \$ 0.00 <input type="checkbox"/> Direct Participant Payments \$ 0.00																																			
FUNDING SOURCE <i>Fill in all that apply</i>																																				
	<table border="1"> <thead> <tr> <th></th><th>Federal</th><th>SI</th><th>In-Kind</th><th>Total</th></tr> </thead> <tbody> <tr> <td>2013/14</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td></tr> <tr> <td>2014/15</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td></tr> <tr> <td>2015/16</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td></tr> <tr> <td>2016/17</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 0.00</td></tr> <tr> <td>2017/18</td><td>\$ 5634.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 5634.00</td></tr> <tr> <td>TOTAL</td><td>\$ 5634.00</td><td>\$ 0.00</td><td>\$ 0.00</td><td>\$ 5634.00</td></tr> </tbody> </table>		Federal	SI	In-Kind	Total	2013/14	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2014/15	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2015/16	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2016/17	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	2017/18	\$ 5634.00	\$ 0.00	\$ 0.00	\$ 5634.00	TOTAL	\$ 5634.00	\$ 0.00	\$ 0.00	\$ 5634.00
	Federal	SI	In-Kind	Total																																
2013/14	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00																																
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SECTION C - CORE POLICY COMPLIANCE *(to be completed by the Qualified Receiver)*

Agreement planning needs to be appropriate to the value of, and complexity/risks associated with, the services. Following are some key Core Policy and best practices items. However, this is not a complete list. Reference: Chapter 6 of the Core Policy & Procedures Manual.

Trade Agreement Exclusion List Code <i>Insert code - see link</i>	200	Procurement Process Code <i>Insert code - see link</i>	207
<input type="checkbox"/> Competitive Procurement Process or <input checked="" type="checkbox"/> Direct Award			

If Direct Award:	
Legal Name of Recipient	Cariboo Cattlemen's Association
Address	Box 4247 STN Main, Williams Lake, BC, V2G 2V3
Contact Name and Email	Cordy Cox-Ellis daneranch.inc@gmail.com
Justification for Direct Award	The Cariboo Cattlemen's Association, a regional association of the BC Cattlemen's Association, is the only BC-based agriculture organization with the regional expertise, network, capacity and dedicated staff/sub-contractors to be able to deliver this project within the identified timeframe.
This Recipient has been awarded similar or related work in the previous three months	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
SCA template has been reviewed by Recipient	<input type="checkbox"/> YES
• WCB requirements?	<input type="checkbox"/> YES
• Schedule C requirements?	<input type="checkbox"/> YES
Risk(s) of not proceeding with this requested direct award?	The work will not be completed this fiscal year.

Complete the following for all SCA Requests (competitive procurement and direct awards):	
SCA includes Option to Renew: <i>Allowable for openly competed contracts only</i>	<input type="checkbox"/> YES <input type="checkbox"/> NO (not applicable) <input checked="" type="checkbox"/> N/A (not openly competed)
This agreement will not establish an employer / employee relationship	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO
Risk(s) of not proceeding with this SCA?	Without an established stakeholder steering committee and foundational work regarding potential funding sources / business models, the proponent will not have sufficient information to be able to proceed with a feasibility study and business case.

SECTION D - GF2 ADMINISTRATION (to be completed by the Program Performance & Evaluation Unit)

AGREEMENT SCHEDULE

FY 13/14 TOTAL	0.00	FY 14/15 TOTAL	0.00	FY 15/16 TOTAL	0.00	FY 16/17 TOTAL	0.00	FY 17/18 TOTAL	\$5,634.00
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<input type="checkbox"/> Funding is provided by Strategic Initiatives	\$ 0.00
<input checked="" type="checkbox"/> Funding is provided by Federal Contributions and recoverable	\$ 5,634.00

ACCOUNT CODING

Min	130	RC	29KAQ	SL	38525	STOB	8001	PROJECT	29KG110
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APPROVALS

- ☐ APPROVAL FROM CFO AND CSNR POLICY REVIEW
- ☐ PPEU REVIEW STATEMENT – “GF2 BILATERAL AGREEMENT SUPPORTS THIS SCA”
- ☐ APPROVAL FROM EXPENSE AUTHORITY
- ☐ ADM APPROVAL OF DIRECT AWARD, *if applicable*

**PROVINCE OF BRITISH COLUMBIA
MINISTRY OF AGRICULTURE**

SHARED COST ARRANGEMENT

THIS AGREEMENT is dated for reference the 15th day of March, 2018.

BETWEEN

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

Contact: Stephen Buchanan (250) 356-1675

AND

Name: Cariboo Cattlemen's Association
Address: Box 4247 STN Main, Williams Lake, BC, V2G 2V3
(the "Recipient")

Contact: Cordy Cox-Ellis (250) 476-1221

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:

Name: Stephen Buchanan
Email: stephen.buchanan@gov.bc.ca

Mailing Address: PO Box 9120 Stn Prov Govt
City, Province: Victoria, BC
Postal Code: V8W 9B4

Telephone: 250 356-1675

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

Name: Cordy Cox-Ellis
Email: daneranch.inc@gmail.com

Mailing Address: Box 4247 STN Main
City, Province: Williams Lake, BC
Postal Code: V2G 2V3

Telephone: (250) 476-1221

- 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.
Cordy Cox-Ellis, President Cariboo Cattlemen's Association	Joan Easton, Executive Director Innovation and Adaptation Services Branch
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
(Signature)	(Signature)
(Date)	(Date)

SCHEDULE A – SERVICES

PROJECT:

1. Project Name: BC Meats Centre of Excellence

TERM:

2. March 15, 2018 to March 31, 2018

PROJECT OBJECTIVE:

3. To initiate activities needed to develop a feasibility study/business plan to create a “BC Meats Centre of Excellence”.

DESCRIPTION OF SERVICES/ACTIVITIES:

4. The Recipient must provide the following services during the Term:
 - (a) Establish a steering committee for the “BC Meats Centre of Excellence” initiative;
 - (b) Investigate potential funding sources / review various industry business models for the Centre of Excellence and create a summary document for stakeholders;
 - (c) Host a teleconference with stakeholders to obtain feedback on the summary document;
 - (d) Create a foundation for moving forward with developing a business plan / feasibility study for the “BC Meats Centre of Excellence”; and
 - (e) Deliver a written final report on the activities and findings, including the number of teleconferences held with stakeholders and the number of stakeholder participants in each teleconference.

REPORTING AND MONITORING

5. 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’) that includes the following:
 - (a) a description of the achievement of the Project’s objectives and results as identified in Sections 3 and 4 of Schedule A.

SCHEDULE B – FINANCIAL CONTRIBUTION

FINANCIAL CONTRIBUTION

1. The Province must provide a financial contribution to the Recipient up to the amount of \$5,634.00 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 are as follows:

A. Administration Costs	\$
i. Salaries and Benefits	0.00
ii. Organization Operational Costs	\$ 759.00
Total Administration Costs	\$ 759.00
B. Project Costs	\$
i. Activity-Related Costs	\$ 4,875.00
ii. Travel	0.00
iii. Direct Participant Payments	0.00
Total Project Costs	\$ 4,875.00
Total Financial Contribution	\$ 5,634.00

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. Payments must be made as follows:

- (a) The Province will make payment to the Recipient for Eligible Costs upon receipt and verification of:
 - i. 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,
 - ii. documentation to support the financial claim (e.g. a General Ledger); and,
 - iii. the Final Report.
- (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)

1. David Charchuk – Charchuk Consulting
2. Ron Keeley – Kam Lake View Meats
3. Sandra Vanderbyl – Vanderbyl Consulting

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.