



Natural Resource Ministries

GOVERNMENT TRANSFER –
SHARED COST ARRANGEMENT

Agreement #: SCA20AG0002

**Project Title: *Interior Health Implementation Project:
BC Foods in Broadline Distribution***

THIS AGREEMENT dated for reference the 1st day of November 2019.

BETWEEN

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF
BRITISH COLUMBIA, represented by the Minister of Agriculture,
Ministry of Agriculture
Business Development Division
Martha Anslow, Director, Feed BC
PO Box 9120 Stn Prov Govt
Victoria, B.C., V8W 9B4
Phone number: 778 974-3831
Email: Martha.Anslow@gov.bc.ca

(the "Province")

AND

Sysco Canada, Inc.
Robert Cinkant, President, British Columbia Region
1346 Kingsway Avenue
Port Coquitlam, British Columbia V3C 6G4
Phone number: 604-358-4314
Email: Cinkant.Robert@corp.sysco.ca

(the "Recipient")

The parties to this Agreement (the "Parties") agree as follows:

SECTION 1 - DEFINITIONS

1. Where used in this Agreement

- (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) "Financial Contribution" means the total aggregate value stipulated in Schedule B;
- (c) "Material" means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Recipient as a direct result of this Agreement, but does not include:
 - i. Client case files or Personal Information as defined in the Freedom of Information and Protection of Privacy Act; or
 - ii. Property owned by the Recipient.
- (d) "Project" means the project described in Schedule A;
- (e) "Refund" means 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.
- (f) "Services" means the services described in Schedule A;
- (g) "Term" means the duration of the Agreement stipulated in Schedule A.

SECTION 2 - APPOINTMENT

The Recipient must carry out and complete the Project described in Schedule A and may use the Province's funding only for the purpose (specified in Schedule A) of defraying Eligible Costs incurred by the Recipient in carrying out and completing the Project.

SECTION 3 - PAYMENT OF FINANCIAL CONTRIBUTION

Subject to the provisions of this Agreement, the Province will pay the Recipient in the amount, and at the times set out in Schedule B.

The Province has no obligation to make the Financial Contribution unless the Recipient has complied with the criteria set out in Schedule A.

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) 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 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.

The Recipient 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 Recipient as a result of this Agreement that the Province has paid or reimbursed to the Recipient or agreed to pay or reimburse to the Recipient 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, or deduct that amount from the next request for payment under this Agreement.

The previous paragraph continues in force indefinitely, even after this Agreement expires or is terminated.

The Recipient is responsible for any Provincial Sales Tax (PST) and Goods and Services Tax (GST) and any other charges for which the Province has not expressly agreed to accept responsibility under the terms of this Agreement.

The Recipient must declare any amounts owing to the government under legislation or an agreement. Amounts due to the Recipient under this Agreement may be set-off against amounts owing to the government.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

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 the Recipient to the Province in connection with this Agreement are true and correct;
- (b) the Recipient has no knowledge of any fact that materially adversely affects, or so far as it can foresee, might materially adversely affect, the Recipient's properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement; and
- (c) the Recipient is not in breach of, or in default under, any law of Canada or of the Province of British Columbia applicable to or binding on it.

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 deemed to be representations and warranties by the Recipient under this Agreement.

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 on by the Province, and continue in effect during the continuation of this Agreement.

SECTION 5 - INDEPENDENT RELATIONSHIP

No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or by any actions of the Parties pursuant to this Agreement.

The Recipient will be an independent and neither the Recipient nor its servants, agents or employees will be the servant, employee, or agent of the Province.

The Recipient will not, in any manner whatsoever, commit or purport to commit the Province to the payment of money to any person, firm, or corporation.

The Province may, from time to time, give instructions to the Recipient in relation to the carrying out of the Services, and the Recipient 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.

SECTION 6 – RECIPIENT'S OBLIGATIONS

The Recipient will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term 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 payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) without limiting the provisions of subparagraph (c) of this Section carry out criminal record checks as required by the Criminal Records Review Act, in accordance with Schedule C;
- (f) unless agreed otherwise, supply, at its own cost, all labour, materials and approvals necessary to carry out the Services;
- (g) unless agreed otherwise, retain ownership to all assets acquired or intangible property created in the process of carrying out this Agreement; and
- (h) co-operate with the Province in making public announcements regarding the Services and the details of this Agreement that the Province requests.

SECTION 7 - RECORDS

The Recipient will:

- (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 amounts owing;

- (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province;
- (c) permit the Province, for monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Recipient to deliver the Services or keep any documents or records pertaining to the Services, 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 material, (both printed and electronic, including, but not limited to, hard disk or USBs'), whether complete or not, that are produced, received or otherwise acquired by the Recipient as a result of this Agreement.
- (d) if applicable, obtain the consent of clients to allow provincial employees or designates access to client case files for the purposes of service monitoring and evaluation and research purposes, as outlined in Schedule E.

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 Recipient.

SECTION 8 - NON EXPENDED FINANCIAL CONTRIBUTION

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 shall be:

- (a) returned by the Recipient to the Minister of Finance; or
- (b) retained by the Recipient as supplemental funding provided for under an amendment to this Agreement; or
- (c) deducted by the Province from any future funding requests submitted by the Recipient and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

The Recipient will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such 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 such other person or entity.

SECTION 10 - CONFIDENTIALITY

The Recipient will treat as confidential all information and material supplied to or obtained by the Recipient, or any third party, as a result of 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 Recipient to fulfill its obligations under this Agreement.

SECTION 11 - DEFAULT

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

- (a) the Recipient fails to comply with any provision of this Agreement;
- (b) any representation or warranty made by the Recipient in 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 fulfill 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.

In addition to the Province's right to terminate this Agreement under the above section on the happening of an Event of Default, the Province may terminate this Agreement for any reason by giving at least 30 days' written notice of termination to the Recipient.

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 – RESULTS OF AN EVENT OF DEFAULT

Upon the occurrence of any Event of Default and at any time thereafter that the Province may, despite 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 the last paragraph of Section 12 of this Agreement will discharge 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 installment 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) require repayment of any portion of the Financial Contribution not spent in accordance with this Agreement;
- (f) pursue any other remedy available at law or in equity.

The Province may also, at its option, either:

- (a) terminate this Agreement on 30 days written notice, without cause; 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 at immediate risk;

and in either case, the payment of the amount required under the last paragraph of Section 12 of this Agreement will discharge the Province of all liability to the Recipient under this Agreement.

Where this Agreement is terminated before 100% completion of the Project, the Province will pay to the Recipient that portion of the Financial Contribution which is equal to the portion of the Project completed to the satisfaction of the Province prior to termination.

SECTION 13 – DISPUTE RESOLUTION

Dispute resolution process:

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 *Commercial Arbitration Act*.

Location of arbitration or mediation:

Unless the Parties otherwise agree in writing, an arbitration or mediation under the aforementioned dispute resolution process will be held in Victoria, British Columbia.

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 the aforementioned dispute resolution process other than those costs relating to the production of expert evidence or representation by counsel.

SECTION 14 – INSURANCE AND INDEMNITY

Insurance:

During the Term of this Agreement, the Recipient will provide, maintain and pay for insurance as specified in Schedule D, which may be amended from time to time at the sole discretion of the Province.

Without limiting the provisions of subparagraph (c) of Section 6, the Recipient will comply with the Workers' Compensation Legislation for the Province of British Columbia.

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, cost 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 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 15 – ASSIGNMENT AND SUB-CONTRACTING

The Recipient will 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) sub-contract any obligation of the Recipient under this Agreement.

No sub-contract entered into by the Recipient will relieve the Recipient from any of its obligations, including Section 6, under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.

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

SECTION 16 - REPAYMENT OR REDUCTIONS

An amount paid by the Province to the Recipient or which is treated as such pursuant to the terms of this Agreement, and to which the Recipient is not entitled according to the terms of this Agreement is repayable to the Province and until repaid constitutes a debt due to the Province.

SECTION 17 - OTHER FUNDING

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 will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

Where in this Agreement any notice or other communication is required to be given by any of the Parties, it will be made in writing. It will be effectively given:

- (a) by delivery, to the address of the Party set out below, on the date of delivery;
- (b) by pre-paid registered mail, to the address of the Party set out below, on the fifth business day after mailing; or
- (c) by e-mail, to the e-mail address of the Party mentioned in this Agreement, on the date the e-mail is sent.

The contact details of the Parties are:

Province:

Ministry of Agriculture
Business Development Division
Martha Anslow, Director, Feed BC
Mailing address: PO Box 9120 Stn Prov Govt, Victoria, B.C., V8W 9B4
Street address: 545 Superior Street, Victoria, B.C., V8V 1T6
Phone number: 778 974-3831
Email: Martha.Anslow@gov.bc.ca

Recipient: Sysco Canada, Inc.
Robert Cinkant, President, British Columbia Region
1346 Kingsway Avenue
Port Coquitlam, British Columbia V3C 6G4
Phone number: 604-358-4314
Email: Cinkant.Robert@corp.sysco.ca

The address, phone number or email set out above may be changed by notice in the manner set out in this provision.

SECTION 19 - NON-WAIVER

No term or condition of this Agreement and no breach by the Recipient of any term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Recipient.

The written waiver by the Province of any breach by the Recipient of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 – ENTIRE AGREEMENT

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.

SECTION 21 - MISCELLANEOUS



All of the provisions of this Agreement in favour of the Province and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

Nothing in this Agreement operates as a consent, permit, approval or authorization by the Province thereof to or for anything related to the Project that by law, the Recipient is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.

SECTION 22 – EXECUTION AND DELIVERY OF AGREEMENT

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 18 or any other method agreed to by the Parties.

The Parties have executed this Agreement as follows:

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.
Robert Cinkant, President	Martha Anslow, Director
(Print Name of Recipient or Authorized Representative)	(Print Name of Authorized Representative)
	
(Signature)	(Signature)
OCT 28 / 19	OCT 30 / 19
(Date)	(Date)

SCHEDULE A- SERVICES

The Project

TERM

Notwithstanding the date of execution of this Agreement, the Term of this Agreement starts on November 15, 2019 and ends on March 31, 2021, unless extended by mutual agreement of the parties or terminated pursuant to the terms of this Agreement.

PROJECT

The Province is partnering with the Recipient to build the capacity of broadline distributors to make more BC foods available to Interior Health facilities, and create a stronger link between the purchaser (healthcare facilities) and producers/processors. The Project is to hire a qualified individual to identify needs in the market, and work with BC farmers and food processors towards filling these needs with products can qualify for food service distribution.

PURPOSE & EXPECTED RESULTS

The purpose of this agreement is to increase the amount of BC foods delivered to Interior Health, and to increase the number of BC producers and processors who supply Interior Health through Sysco (the sole distributor for Interior Health). This purpose is expected to be achieved by building the BC product base to expand current BC product offerings, by increasing current suppliers and/or sourcing new producers and processors for BC products. Partnering on industry-led solutions will address distribution challenges to supplying more BC foods; expand Interior Health's facilities' access to healthcare-ready BC foods; and create new opportunities for BC's producers and processors.

ACTIVITIES

To achieve the Expected Results, the Recipient will undertake the following activities during the term:

- Hire and manage a dedicated specialist with BC foods expertise to develop and deliver the Project activities listed below by December 1, 2019, or such later date as agreed to by the Province
- Create educational and marketing materials and other tools to create awareness of available BC food options for Interior Health facilities
- Develop in-house operational practices to identify and track BC wholesale products more easily, and address other operational barriers to BC foods

- Develop educational supports to help BC producers and processors become market-ready for Interior Health facilities, and guide them through the process
- Work with producers, processors, healthcare facilities and other actors along the supply chain to source and expand the BC food products that meet Interior Health facilities' needs
- Develop relationships and communications channels among producers/processors, the Contractor and Interior Health facilities
- Establish a baseline and tracking system for the Project outcomes listed below and develop associated targets, to be submitted to the Province for approval by January 15, 2019.

OUTCOMES

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

- Increase the amount of BC-produced and BC-processed food delivered to Interior Health
- Increase the number of BC producers and processors who supply healthcare facilities through Sysco

The Parties acknowledge that the Recipient does not warrant that these outcomes will be achieved, and Recipient shall not be liable to the Province for any such failure.

ACTIVITY REPORTS

Quarterly Reporting

The Recipient will:

- Submit Quarterly Activity Reports to the Province by the following dates which summarizes progress towards achieving key results and expected outcomes for each Activity:
 - March 31, 2020
 - July 31, 2020
 - September 30, 2020
 - December 31, 2020
 - March 31, 2021 (Final Activity Report)

- Provide quarterly verbal status updates to the Province (by telephone, video and/or face to face as mutually agreed upon) to coincide with Quarterly Activity Report schedule.

Final Reporting

- Submit a Final Report to the Province by March 31, 2021, which describes key activities related to Feed BC, and summarizes the key lessons learned and opportunities identified to expand availability of BC foods in Interior Health facilities.

Ongoing Communication

- The Recipient must make all commercially reasonable efforts to respond to ad-hoc requests by the Province for information on Project progress. The Recipient must also advise the Province immediately of any substantial events that could impact the Project timeline or activities.

FINANCIAL REPORTING

Financial Reporting Records

Records, information and material generated in connection with financial reporting records related to this Agreement shall be retained by Recipient in accordance with the terms of this Agreement for a period of up to three (3) years following termination of the Agreement. The Province further agrees to treat such financial reporting records, information and material as confidential and will not, without the prior written consent of the Recipient, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Province to fulfill its obligations under this Agreement.

Final Financial Report

The Recipient must, by March 31, 2021, provide a Final Financial Report including:

- A Project income and expenditure summary, which identifies all sources and use of the total Project funds over the duration of the entire Agreement; and,
- A statement detailing the use of the Province's Financial Contribution provided over the duration of the entire Agreement, including an explanation of any financial variances.

Certification / Attestation

All financial reports submitted by the Recipient must be certified by a senior officer of the Recipient's organization (such as a Chief Executive Officer or Chief Financial Officer) attesting to the best of their knowledge the correctness and completeness of the financial information provided as of the date stated therein.

DEFAULT AND OPPORTUNITY TO CURE

Recipient agrees to comply with the provisions of the Agreement, including the requirements of this Schedule A; provided, however, that Recipient shall be provided an opportunity to cure any such non-compliance for a period of fifteen (15) days following notice to Recipient by the Province of such non-compliance, or such longer period as permitted by the Province, before such non-compliance is deemed an Event of Default under this Agreement.

SCHEDULE B- FINANCIAL CONTRIBUTION

FINANCIAL CONTRIBUTION

1. The Province must provide a financial contribution to the Recipient up to the amount of \$^{s.17} 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:

Cost Category	s.17
i. Salaries and Benefits	
ii. Meeting and Travel Costs	
iii. Project-Related Education and Materials Costs	
Total	

6. No financial contribution is payable to the Recipient for costs incurred prior to the effective date, or after the end, of the Agreement, unless incurred at the request of the Province.
7. The Recipient will retain ownership of any asset(s) purchased with the Financial Contribution, conditional upon the asset(s) being an Eligible Cost.
8. 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, actually receives an input tax credit or rebate, and such exclude amount from financial contribution shall be limited to such amount actually received by the Recipient.

TERMS OF PAYMENT

9. 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 quarterly financial reimbursement claim, in a form reasonably 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 paid during the previous quarter; and,
 - A statement certifying that all Eligible Costs claimed are in accordance with this Agreement; and,
 - ii. A General Ledger report with transaction details (i.e. not a summary); and,
 - iii. A quarterly activity and performance report (as per Schedule A) for the claim period.
- (b) If requested by the Province, the Recipient must also provide additional supporting documentation as specified by the Province, provided that Recipient will be entitled to exclude any information that is not related to this Agreement or that is related to lump sum pricing, profit,

overhead, or any confidential, privileged, or proprietary information or trade secrets.

- (c) 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, provided that Recipient will be entitled to exclude any information that is not related to this Agreement or that is related to lump sum pricing, profit, overhead, or any confidential, privileged, or proprietary information or trade secrets.
10. 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 - CRIMINAL RECORDS CHECKS

The purpose of the *B.C. Criminal Records Review Act* (the "Act") is to help protect children from physical and sexual abuse. The legislation applies to all organizations that work with children and are operated, licensed or receive operating funds from the provincial government of British Columbia.

The Act makes a criminal record check mandatory for anyone who works with children. In the Act, "works with children" means:

Working with children directly or having or potentially having unsupervised access to children in the ordinary course of employment or in the practice of an occupation.

The Act defines "child" as an individual under 19 years of age.

In consideration of the above, the Recipient will:

1. comply with all requirements and regulations of the Act;
2. ensure all new and existing employees, volunteers, and sub-contractors comply with the Act including those who have previously completed a criminal records review check; and
3. maintain and make available to the Province, upon request, documentation showing that the criminal record check requirement, as set out in this Schedule, has been met.

SCHEDULE D - 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, but only to the extent of the liabilities assumed hereunder;
 - ii. be endorsed to provide the Province with 30 days advance written notice of cancellation or material change that would result in the Recipient no longer being in compliance with this Agreement; or, in the alternative, the Recipient may agree to provide the Province with such notice of cancellation or material change; and
 - iii. include a cross liability clause.
 - (b) Automobile Liability on all vehicles owned, operated or licensed by the Recipient in an amount not less than \$2,000,000 per occurrence, and where applicable the Contractor may show evidence of this insurance using an ICBC Confirmation of Insurance Coverage (APV-47) form in place of the requirement for the BC Certificate of Insurance.
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 E - PRIVACY PROTECTION

Not applicable

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SCHEDULE F – Additional Terms

1. The Recipient must cooperate with the Province in public communications related to the Project and/or Project Activities as 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 and/or Project Activities except if they have been approved in advance by the Province.
3. The Recipient must acknowledge, in terms satisfactory to the Province, the financial contribution made by the Province in any materials related to the Project and/or Project Activities that will be distributed publicly (i.e. external to the Recipient and Province).
4. All Project materials related to the Project and/or Project Activities that will be distributed publicly (i.e. external to the Recipient and Province) must include display of the Provincial logo.
 - a. By December 31, 2019, the Recipient will submit a completed Application for Third Party Use of BC ID form to the Province to secure approval for the use of the Provincial logo.