

From: [Winstanley, Lori EMPR:EX](#)
To: [Lloyd, Evan GCPE:EX](#)
Subject: Re: Waneta
Date: Tuesday, August 1, 2017 6:35:34 PM

250 812 8206

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Aug 1, 2017, at 6:34 PM, Lloyd, Evan GCPE:EX <Evan.Lloyd@gov.bc.ca> wrote:

On a conference call now. Will call later – what ph #?

From: "Winstanley, Lori PREM:EX" <Lori.Winstanley@gov.bc.ca>

Date: Tuesday, August 1, 2017 at 6:30 PM

To: "Lloyd, Evan GCPE:EX" <Evan.Lloyd@gov.bc.ca>

Subject: RE: Waneta

Yes, Katrine is in the news release that has gone out and she is calling stakeholder tonight and we will all be together Friday.. On the SITE C file, can you please call, spoke with Minister Fraser's office, issues to discuss tonight

From: Lloyd, Evan GCPE:EX

Sent: Tuesday, August 1, 2017 6:29 PM

To: Winstanley, Lori PREM:EX

Subject: Waneta

Lori, given the last minute change on this announcement, can you tell me if K. Conroy was included in this information, and will she and MM be proceeding with the planned Friday events and follow up in the region?

Evan

From: [Winstanley, Lori EMPR:EX](#)
To: [Aaron, Sage PREM:EX](#)
Subject: Fwd: Waneta approach
Date: Tuesday, August 1, 2017 11:54:26 AM

FYI

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

Begin forwarded message:

From: "Haslam, David GCPE:EX" <David.Haslam@gov.bc.ca>
Date: August 1, 2017 at 11:11:16 AM PDT
To: "Zadravec, Don GCPE:EX" <Don.Zadravec@gov.bc.ca>, "Robb, Peter L. MEM:EX" <Peter.Robb@gov.bc.ca>, "Lowe, Mike GCPE:EX" <Mike.Lowe@gov.bc.ca>
Cc: "Winstanley, Lori PREM:EX" <Lori.Winstanley@gov.bc.ca>, "Beaupre, Darren GCPE:EX" <Darren.Beaupre@gov.bc.ca>, "Byers, Lindsay GCPE:EX" <Lindsay.Byers@gov.bc.ca>, "Dalal, Suntanu GCPE:EX" <Suntanu.Dalal@gov.bc.ca>
Subject: Waneta approach

Don/Rob/Mike – spoke to Lori about Waneta and we agree with the changed time-line by Teck and Fortis to announcing EOD today best approach is to scrap the blue curtain tomorrow am and go with MMM and MKC calling local stakeholders and media tonight (and any other media potentially interested this evening) and deal with interested gallery reporters tomorrow am. We'll have a rollout doc on both Waneta and Site C BCUC review shortly. Trust this helpful. Cheers - David

David Haslam
Communications Director
Ministry Energy, Mines and Petroleum Resources
250-361-7989

Page 003 to/à Page 019

Withheld pursuant to/removed as

s.12;s.13

Page 020 to/à Page 029

Withheld pursuant to/removed as

s.12;s.14;s.13

From: [Winstanley, Lori EMPR:EX](#)
To: [Mungall, Michelle EMPR:EX](#)
Subject: FW: Site C agriculture mitigation and compensation plan
Date: Thursday, July 27, 2017 12:11:00 PM

FYI, I have forwarded to Agriculture

-----Original Message-----

From: Haslam, David GCPE:EX
Sent: Thursday, July 27, 2017 11:54 AM
To: Winstanley, Lori PREM:EX
Cc: Nikolejsin, Dave MNGD:EX; MacLaren, Les MEM:EX; Beaupre, Darren GCPE:EX; Dalal, Suntanu GCPE:EX; Byers, Lindsay GCPE:EX
Subject: FW: Site C agriculture mitigation and compensation plan

Lori - I've confirmed BCH plans to web post the Site C agriculture mitigation and compensation plan today. They will post to the project website and send links to affected landowners and tenure holders, consultation participants, PRRD, District of Hudson's Hope, Ministry of Agriculture, MEMPR, FLNRO and BCEAO. MLA offices will be informed as well. They will not be putting out a news release.

The plan addresses concerns about the impact of Site C on agriculture in the Peace Region and includes the establishment of a \$20 million agricultural compensation fund to increase opportunities for the agricultural industry in the Peace Region.

The purpose of the plan is to improve agricultural production and agrifoods economic activity in the Peace Region.

The plan has been shaped by input received during consultation with agricultural producers. The draft Agricultural Mitigation and Compensation Plan was released in February 2017 and the public and stakeholders were encouraged to provide input and feedback on the draft plan by March 13, 2017. The deadline for release of the final plan (July 27, 2017) is set out in the conditions accompanying the provincial Environmental Assessment Certificate for the project.

I expect media calls. We are working on key messages which will acknowledge that while Site C will be reviewed by the BCUC, like work on the project, commitments made by BC Hydro will be honoured.

From: [Winstanley, Lori EMPR:EX](#)
To: [MacLaren, Les MEM:EX](#)
Subject: FW: General Services Agreement - Marvin Shaffer
Date: Thursday, July 27, 2017 9:56:00 AM
Attachments: contract.pdf
ATT00001.htm
M Shaffer GSA July 20 2017 (2).docx

Good morning Les, her is the contract from Marvin, I have added address etc and the second attachment is his signature page. He does not require insurance and I am not sure who signs for government.

Let me know what else I need to do

Thank you for all your help, have a great weekend and see you on Monday.

From: Lori Winstanley [mailto:compositegroupinc@gmail.com]
Sent: Thursday, July 27, 2017 9:10 AM
To: Winstanley, Lori PREM:EX
Subject: Fwd: General Services Agreement - Marvin Shaffer
Lori Winstanley
compositegroupinc@gmail.com
(778) 835-1815

Begin forwarded message:

From: Marvin Shaffer <marvshaffer@gmail.com>
Subject: Re: General Services Agreement - Marvin Shaffer
Date: July 27, 2017 at 8:40:02 AM PDT
To: Lori Winstanley <compositegroupinc@gmail.com>

Hi Lori,

Attached is the signed signature page of the contract.

The contract should be made with Marvin Shaffer & Associates Ltd and the insurance section should be dropped as Les said could be done.

The address etc you need for the font end of the contract is as follows:

Marvin Shaffer & Associates Ltd.

1675 Larch Street

Vancouver, BC V6K3N7

My phone is 6047871620 and email is marvshaffer@gmail.com

If you need anything else please let me know.

Marv

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the 20th day of July, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p>Marvin Shaffer</p> <p>Print Name(s)</p> <p>President, Marvin Shaffer + Associates Ltd.</p> <p>Print Title(s)</p>	<p>SIGNED on the 20th day of July, 2017 on behalf of the Province by its duly authorized representative:</p> <p>_____ Signature</p> <p>_____ Print Name(s)</p> <p>_____ Print Title(s)</p>
--	--

On Jul 26, 2017, at 5:51 PM, Lori Winstanley
<compositegroupinc@gmail.com> wrote:

Marv, can you complete the needed parts of this contract and send back to me

Lori Winstanley
compositegroupinc@gmail.com
(778) 835-1815

Begin forwarded message:

From: "Winstanley, Lori PREM:EX"
<Lori.Winstanley@gov.bc.ca>
Subject: FW: General Services Agreement - Marvin Shaffer
Date: July 26, 2017 at 5:50:55 PM PDT
To: Lori Winstanley <compositegroupinc@gmail.com>

From: MacLaren, Les MEM:EX
Sent: Sunday, July 23, 2017 5:20 PM
To: Winstanley, Lori PREM:EX
Cc: Nikolejsin, Dave MNGD:EX
Subject: General Services Agreement - Marvin Shaffer

Hi Lori:

Attached is a General Services Agreement for Marvin Shaffer. It is modeled on a contract the Ministry of Finance has used recently for strategic consulting services.

A couple of things to note:

- The coding on the cover page is from our Corporate Services group and is for the Minister's Office.
- Contract is dated July 20 for reference
- Marvin's address needs to be added on page 5
- The term and services are set out in Schedule A. I would note that Columbia River Treaty was on the list of topics you provided, but those responsibilities rest with Minister Conroy.
- The fees and expenses are set out in Schedule B
- If Marvin is just providing advice, the insurance provisions in Schedule D can probably be waived
- Marvin will need to read and sign the undertaking of confidentiality set out in Schedule F1, and fill out and sign the Conflict of Interest Disclosure in Schedule F3

Les MacLaren

Assistant Deputy Minister
Electricity and Alternative Energy Division
BC Ministry of Energy, Mines and Petroleum Resources
Office: 250-952-0204
Cell: 250-889-3479

Energizing BC "clean, sustainable and productive"

<M Shaffer GSA July 20, 2017.docx>

MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.: N/A _____
Commodity Code: _____

Contractor Information

Supplier Name: Marvin Shaffer
Marvin Shaffer & Associates Ltd.
1675 Larch Street
Vancouver, BC V6K3N7

Supplier No.: _____
Telephone No.: 6047871620
E-mail Address: marvshaffer@gmail.com _____
Website: _____

Financial Information

Client: 057
Responsibility Centre: 27550
Service Line: 26000
STOB: 6101/6102
Project: 2700000

Template version: June 25, 2015

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THIS AGREEMENT is dated for reference the 20th day of July 2017

BETWEEN:

Marvin Shaffer

(the "Contractor") with the following specified address and EMAIL:

EMAIL: marvshaffer@gmail.com

AND:

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

Room 301, Parliament Buildings, Victoria, British Columbia, V8V 1X4

Fax: (250) 387-4680

WHEREAS:

- A. The Province wishes to retain the expert Contractor to provide the Services and the Contractor wishes to provide the Services to the Province on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related;
- (c) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Final Deliverables by the Contractor or a Subcontractor;
- (d) "Final Deliverables" means the final versions of the reports, findings, opinions or other materials (including any appendices or other attachments to them) specified or referred to in Schedule A as the "Final Deliverables";
- (e) "Material" means the Produced Material and the Received Material;
- (f) "Organization" means the Her Majesty the Queen in the Right of the Province of British Columbia and its Crown corporations and agencies either jointly or separately as the context requires;
- (g) "Produced Material" means records, software and other material including but not limited to working papers, draft opinions, notes, reports, findings, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material and the Final Deliverables;

- (h) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (i) "Services" means the services referenced in Part 2 of Schedule A;
- (j) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (k) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Throughout

- 1.2 Words defined in the schedules (including any appendices or other documents attached to, or incorporated by reference into, those schedules) to this Agreement carry the same meaning throughout this Agreement unless the context otherwise requires.

Meaning of "record"

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

2 SERVICES

Provision of services

- 2.1 On an as, if and when requested basis, the Contractor agrees provide the Services in accordance with the provisions set out in, or contemplated by, this Agreement.

Term

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

Supply of various items

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

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws including in particular the *Lobbyist Registration Act* [SBC 2001] ch. 42.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out or referenced in Schedule B:
- (a) the fees described or referenced in that Schedule;
 - (b) the expenses, if any, described or referenced in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to comply with applicable laws;
- (b) as required to perform the Contractor's obligations under this Agreement;
- (c) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (d) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

6.2 The parties agree that:

- (a) the Province exclusively owns all property rights in the Final Deliverables which are not intellectual property rights;
- (b) no proprietary rights, including intellectual property rights, in the Received Material are acquired by the Contractor or Subcontractor as a result of the Received Material being received by the Contractor or Subcontractor from the Province or other owner;
- (c) the Contractor must deliver the Final Deliverables and any Received Material to the Province immediately upon the Province's request;
- (d) except as provided in this Agreement, the Contractor owns all proprietary rights, including intellectual property rights, in the Produced Material other than the Final Deliverables; and

- (e) the Contractor must deliver a copy of the Produced Material, other than the Final Deliverables, to the Province immediately upon request if, in the Province's reasonable opinion, such material may be relevant in respect of a legal proceeding that has been brought against the Province.

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Final Deliverables and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

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

Right of Province to negotiate license of Final Deliverables

6.5 After the end of the Term, the Province in its sole discretion may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Final Deliverables.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights;
 - (c) a breach of:
 - (i) section 5.1, 5.2, 5.3 or 6.1 of this Agreement;
 - (ii) section 1, 2 or 3 of Schedule F to this Agreement; or
 - (iii) an undertaking in either the Contractor's Undertaking of Confidentiality or a Subcontractor's Undertaking of Confidentiality.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

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

Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province’s options on default

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

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province’s right to terminate other than for default

- 11.4 In addition to the Province’s right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement
- (a) for any reason by giving at least 10 days' written notice of termination to the Contractor; or
 - (b) due to information provided in a Supplementary Conflict of Interest Disclosure or a Notice of Conflict of Interest Disclosure by giving written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described or referenced in Schedule B which corresponds with the

portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10 of this Agreement, the Undertakings of Confidentiality contemplated by this Agreement, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules such as all Statements of Work executed pursuant to the Agreement as the case may be) are part of this Agreement.

Independent contractor

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a Conflict of Interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement without the Province's prior written consent.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

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

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the

Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<div>SIGNED on the 20th day of July, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</div> <div><div></div><div>Signature(s)</div><div><div>Marvin Shaffer</div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>	<div>SIGNED on the 20th day of July, 2017 on behalf of the Province by its duly authorized representative:</div> <div><div></div><div>Signature</div><div><div></div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 20, 2017 and ends on July 31, 2017

PART 2. SERVICES:

1. The Contractor will provide the following Services or Final Deliverables described in this Schedule A:

As directed by the Province, provide temporary consulting services to the Office of the Minister of Energy Mines and Petroleum Resources to review key issues notes and background material during the transition and provide economic and policy insights for the Minister, including:

- a) BC Hydro's Right of First Offer for the purchase of Teck Metals' 2/3 interest in the Waneta Dam and related power assets;
- b) Columbia River Treaty;
- c) LNG projects;
- d) BC Hydro 10-Year Rates Plan;
- e) Review of BC Hydro's Site C Project by the BC Utilities Commission;
- f) Other energy-related issues as directed by the Office of the Minister.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – RFP Proposal excerpt	NOT APPLICABLE

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Marvin Shaffer
2. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amendment detailing such changes.
3. In the event of an approved change to the Key Personnel:
 - (a) the Contractor will ensure that the replacement personnel have equivalent qualifications, expertise and experience as the previous personnel;
 - (b) the Contractor will be responsible for all costs incurred in educating the replacement personnel to the same level of knowledge regarding the Services as the previous personnel; and
 - (c) the parties will jointly develop a transition plan to minimize the impact of the replacement on this Agreement.
4. The Contractor Representative in respect of this Agreement is Marvin Shaffer. The Contractor Representative

will be the Contractor's principal representative in connection with the senior-level governance and management of this Agreement, be accountable for the overall conduct of the Contractor and Contractor Personnel, work with the Province at a senior planning and management level, have authority to resolve issues that may arise between the Contractor and the Province and, if necessary and applicable, escalate larger issues to a higher authority within the Contractor for resolution. The Contractor Representative is authorized to act for and bind the Contractor in all matters pertaining to the Services and Deliverables. The Contractor will not change the Contractor Representative without the Province's prior written consent, unless the person then designated as the Contractor Representative becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contractor basis).

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$5,000.00 (CDN) is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described or referenced in section 3.1(c) of this Agreement).

2. FEES:

The contractor shall charge of \$200.00 CA per hour plus applicable taxes for any or all of the services provided as described in Schedule A Part 2.

3. EXPENSES:

The Contractor will provide a schedule listing of applicable expenses, such expenses to approved prior to being incurred by the Contractor.

4. STATEMENTS OF ACCOUNT:

The following process will apply.

Statements of Account: In order to obtain payment of any fees and expenses (each a "Billing Period"), the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory to this Agreement on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Project Lead, Organizational Lead or Provincial signatory containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

None

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Confidentiality and Security

1. Notwithstanding section 5.3(b) of the Agreement [*Confidentiality*] but in addition to section 5.2 of the Agreement [*Security*], the Contractor must not permit its employee(s) or Subcontractor(s) to have access to information in the Material, other than Incorporated Material, or any other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement unless the employee(s) or Subcontractor(s) have first entered into a confidentiality agreement with the Contractor to:
 - (a) keep such information confidential and secure on substantially similar terms as those that apply to the Contractor under the Agreement; and
 - (b) support the obligations set out in the Undertakings of Confidentiality and as otherwise contained in or contemplated by the Agreement.
2. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each and all of the Contractor and its employees, in the form attached as Appendix F1 to this Schedule as a condition of starting work under this Agreement..
3. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each Subcontractor and its employee(s), in the form attached as Appendix F2 to this Schedule as a condition of starting work under this Agreement.

Conflict of Interest

4. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F3 to this Schedule (the “Contractor’s Conflict of Interest Disclosure”) as a condition of starting work under this Agreement.
5. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F4 to this Schedule (the “Subcontractor’s Conflict of Interest Disclosure”) before the Subcontractor starts work under this Agreement.
6. If, at any time following the signing of the Contractor’s Conflict of Interest Disclosure or a Subcontractor’s Conflict of Interest Disclosure, there are changes to the information given therein by the Contractor or the Subcontractor regarding a Conflict of Interest, either by way or addition or deletion, the Contractor shall immediately:
 - (a) file with the Project Lead, Organizational Lead or Provincial signatory a supplementary disclosure statement describing such change on behalf of itself and its employees and Subcontractor(s) involved in providing the Services for or on behalf of the Contractor, as applicable (a “Supplementary Conflict of Interest Disclosure”); and
 - (b) cause the applicable employee(s) or Subcontractor(s) to provide the Project Lead, Organizational Lead or Provincial signatory with immediate written notice of the change (a “Notice of Conflict of Interest Disclosure”).
7. The Contractor must not permit its employee(s) or Subcontractor(s) to commence work under this Agreement

unless the employee(s) or Subcontractor(s) have first entered into an agreement with the Contractor to support the Conflict of Interest-related obligations set out in the Agreement.

Legal Advice

8. Despite section 13.10 of the Agreement [*Independent Contractor*], the Contractor and its Key Personnel are agents of the Province for the limited purposes of obtaining access to, or information about, legal advice that the Province has otherwise obtained.

Insurance

9. Despite section 9.6 of the Agreement [*Insurance*], the parties agree that the following applies:
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must comply with the Insurance Schedule attached as Schedule D.
After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Personal Option Protection

10. Despite section 9.8 of the Agreement [*Personal Optional Protection*], the parties agree that the following applies.
Personal optional protection
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
 - (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Reliance and Survival

11. Sections 1 – 7 of this Schedule do not limit, in any way, the Contractor's responsibility to supervise its employee(s) and Subcontractor(s) under the Agreement.
12. All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Contractor are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.
13. All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any transactions contemplated herein will be deemed to be representations and warranties by the Contractor under this Agreement.
14. The provisions in sections 12 and 13 of this Schedule will continue in full force and effect notwithstanding the fulfillment by the Contractor of any or all of its obligations under this Agreement or the payment by the Province to the Contractor of any or all of the monies that the Province becomes liable to pay to the Contractor pursuant to this Agreement.
15. The provisions in sections 9 and 10 of this Schedule are intended to survive the completion of the Services or termination of this Agreement will continue in force indefinitely, even after this Agreement ends.

Schedule F – Appendix F1 – Contractor’s Undertaking of Confidentiality

Contractor: _____

Contract #: _____

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet (“Cabinet Committee”) or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Agreement,and will not:
 - (a) permit its disclosure, use or reference without the Province’s prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.

4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Agreement as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Agreement.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the day of July, 2016 by the Contractor's authorized signatory or signatories:

Signature(s)

Marvin Shaffer

Print Name(s)

Print Title(s)

Schedule F – Appendix F2 – Subcontractor's Undertaking of Confidentiality

Subcontractor: - N/A

Contractor's Contract #: _____

1. In consideration of my role as a subcontractor to _____ (the "Contractor"), I _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under this Agreement.
4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.

4. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A
Signature(s)

Print Name(s)

Print Title(s)

Schedule F – Appendix F3 – Contractor’s Conflict of Interest Disclosure

Contractor: Marvin Shaffer_____

Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of the Province, and the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ duty to act for the benefit of another party or the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Contractor has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected)
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

f) I/We, or my/our Associates I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with my/our duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary² or Affiliate³ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
Not Applicable		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)'/our ability to exercise judgment with a view to the best interests of the Province under this Agreement:

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- b. it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Signed this 20th day of July, 2017.

(authorized signatory)

Marvin Shaffer

Schedule F – Appendix F4 – Subcontractor’s Conflict of Interest Disclosure

Subcontractor: Not Applicable

Contractor’s Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), and the Contractor’s, its employees’ and/or its Subcontractor’s duty to act for the benefit of another party or the Contractor’s, its employees’ and/or its Subcontractor’s interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

_____ (the “Subcontractor” or “I”) has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with _____ (the “Contractor’s”) duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:
 - f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with the Contractor's duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Agreement.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A _____

Signature(s)

Print Name(s)

Print Title(s)

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and

- (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

7. The Contractor must create, maintain and follow a documented process to:
- (a) protect Facilities and Equipment of the Contractor required by the Contractor to provide the Services from loss, damage or any other occurrence that may result in any of those Facilities and Equipment being unavailable when required to provide the Services; and
 - (b) limit access to Facilities and Equipment of the Contractor
 - (i) being used by the Contractor to provide the Services, or
 - (ii) that may be used by someone to access Information
- to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

13. If Contractor becomes aware that:
- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

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

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

SCHEDULE G – Appendix G3 – Sensitive Information Access Control

Storage

1. The Contractor must segregate any record containing Sensitive Information from other records in a manner that clearly identifies the Accepted Proposal to which they relate or in relation to which they were provided.
2. The Contractor must keep documents containing Sensitive Information in a separate binder that is clearly marked "Confidential Documents – Do not disclose without the Province of British Columbia's prior written consent".
3. The Contractor will not copy or scan hard copies of records containing Sensitive Information.
4. The Contractor will not leave records containing Sensitive Information unattended unless locked in secure storage.
5. The Contractor must ensure records containing Sensitive Information are not disclosed, accessed from, or stored (including on any portable computing device or third party data storage service) outside Canada without the Province's prior written consent, except as may be in a written direction under the Privacy Protection Schedule if applicable.

Production of Sensitive Information under an Accepted Proposal

6. If the Contractor is leading or assisting in the production of records containing Sensitive Information, the Contractor must:
 - (a) clearly mark each draft with its draft number;
 - (b) retain substantive draft versions of the records but destroy, by shredding, duplicate and non-substantive previous drafts and copies of the records that have been superseded by new drafts or copies, daily;
 - (c) ensure that unattended computers and electronic devices are logged off or locked when working on records that contain Sensitive Information on computers and/or electronic devices; and
 - (d) ensure that such records contain Sensitive Information on portable storage devices are password protected.

Record Retention

7. If the Contractor must transmit a record containing Sensitive Information, the Contractor must:
 - (a) deliver the record to the recipient by hand if practicable;
 - (b) not use email to convey the record;
 - (c) avoid the use of a fax machine if reasonably possible. If transmission by fax machine is absolutely necessary, the Contractor must:
 - i. use an encrypted machine;
 - ii. use a fax cover sheet that:
 - states the name, position, and telephone number of both the recipient and the sender;
 - indicate the security category of the document to follow;
 - indicates that if the fax is received in error, the recipient should notify the sender, destroy the material in a secure manner, and confirm the destruction of the material to the sender; and
 - iii. ensure that both the sender and receiver stand by the machines until the transmission is completed; and

- (d) use the following double envelope system when transmitting a record by courier or messenger:
 - i. label the outer envelope with the name and address of the individual for whom it is intended. Do not mark the outer envelope with security information.
 - ii. label the inner envelope with "Confidential – Sensitive Information" and seal the inner envelope with tamper proof tape.

Dealing with Sensitive Information at the End of each Accepted Proposal

- 8. The Contractor must transmit all records containing Sensitive Information to the Province at the end of the term of the Accepted Proposal in relation to which they were provided or produced.
- 9. The Contractor must destroy, by shredding, all notes or work product making reference to the Sensitive Information that is transmitted to the Province.
- 10. The Contractor must delete all electronic copies of records containing Sensitive Information from computers, portable storage devices, and any other electronic devices.

SCHEDULE G – Appendix G6 – Sensitive Information

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

1. information relating to the Provincial budget that is not otherwise publicly available;
2. Cabinet and Cabinet Committee submissions both draft, final and signed versions;
3. agenda, minutes, records of decision, decision letters of Cabinet and Cabinet Committees;
4. Orders in Council (“OIC”) before their release and OIC background material;
5. Legislative and regulatory proposals, requests for legislation and draft legislation and regulations;
6. financial impact assessments;
7. Treasury Board Staff briefing notes;
8. memoranda associated with confidential work for Cabinet;
9. other material that may be safeguarded because it is for the use of Cabinet in its deliberations, or would divulge Cabinet deliberations (e.g., speech drafts and communications strategies related to Cabinet and Treasury Board submissions, briefing notes on policy and financial matters associated with Cabinet deliberations, and the findings of polls, surveys or other studies on matters which may be subject to Cabinet consideration);
10. information that may be subject to solicitor-client privilege; and
11. other information that is referred to, or contained in a record referred to, in Part 2, Division 2 of the *Freedom of Information and Protection of Privacy Act*.

From: [Winstanley, Lori EMPR:EX](#)
To: [Clark, Layne PREM:EX](#)
Subject: FW: bch-related transition issues
Date: Wednesday, July 26, 2017 8:03:00 PM
Attachments: BCH Transition Issues.docx
ATT00001.htm

Layne, Geoff was interested in the work Marvin is doing for us, this is a note on BC Hydro

From: Lori Winstanley CPA [<mailto:lori@compositепublicaffairs.com>]
Sent: Wednesday, July 26, 2017 7:51 PM
To: Winstanley, Lori PREM:EX
Subject: Fwd: bch-related transition issues

Begin forwarded message:

From: Marvin Shaffer <marvshaffer@gmail.com>
Subject: bch-related transition issues
Date: July 21, 2017 at 5:15:36 PM PDT
To: Lori Winstanley CPA <lori@compositепublicaffairs.com>

Hi Lori,

This is my note on BCH related transition issues. I will send one on mines and LNG some time next week. Let's touch base next week to discuss this and any follow-up on the Site C note needed after discussions with Geoff.

Marvin

BCH Transition Issues

Context

It is important to consider BC Hydro-related transition issues in the context of what has transpired over the past 16 years.

- 1) The government used BC Hydro as a vehicle for developing a robust IPP industry in the province. It did this by: (i) establishing planning criteria (eg, self-sufficiency) and taking other measures (eg, shutting down Burrard even as a system back-up) that exaggerated the need for new supply; (ii) legislating heritage (historic average) cost pricing for all new as well as existing loads, regardless of the cost of new supply, and taking other measures that would serve to increase demand; and (iii) directing BC Hydro to acquire new resources from independent power producers, limiting what BC Hydro could develop on its own. This led to BC Hydro entering into a large number of IPP contracts it didn't otherwise need, at prices far in excess of their value. BC Hydro is currently losing hundreds of millions of dollars per year as a result of this IPP supply it was forced to buy.
- 2) There was unprecedented intervention by the government in the investment and acquisition plans of BC Hydro and the oversight and regulation of BC Hydro by the BC Utilities Commission. The government directed BC Hydro to undertake billions of dollars of projects and exempted them from BCUC or other independent review. It also established a 10 year rate plan with specified rate increases and caps that BC Hydro and the BCUC have been required to adhere to.
- 3) The costs imposed on BC Hydro by government plus other cost pressures, combined with the 10 year rate plan as well as measures BC Hydro has taken to postpone the recovery of the costs, has led to a major deferral of cost recovery in what are called regulatory accounts (some \$5 billion at this point in time). Some of these regulatory accounts are in accordance with standard industry practice but many and in particular the rate cap ('rate smoothing') related account are not. They are forcing future ratepayers to pay for the costs being incurred today.

s.13

Government Direction on Rates
s.13

Page 085

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s.13

Integrated Resource Plan (IRP)


BC Hydro is in the process of developing a new integrated resource plan that will set out the supply and demand side measures it plans to undertake to meet its forecast energy and peak capacity requirements in accordance with its planning criteria and related provisions in the Clean Energy and other Acts. Those legislative provisions require careful review and amendment to ensure the IRP BC Hydro develops isn't skewed by constraints the previous government instituted for reasons not supported by the current government.

LNG E-Drive Rate

The previous government recognized that LNG proponents would have to pay a much higher rate than the standard industrial tariff for BC Hydro to recover the costs of new supply it would have to incur to meet their large electricity requirements. That is because the standard industrial tariff reflects the average costs of existing supply, not the much higher costs of new sources of supply whatever they might be. The government negotiated a special LNG rate in order to reflect the costs of new supply.

However, the government subsequently developed what it calls an E-drive rate under which LNG proponents would pay the standard industrial rate for all of its electricity requirements if they agree to use electricity for liquefaction as well as ancillary plant requirements. It was intended to give LNG producers an incentive to use purchased electricity as opposed to gas for liquefaction and thereby reduce related emissions.




From:  Winstanley, Lori EMPR:EX

To:  Clark, Layne PREM:EX

Cc:

Subject: FW: bch-related transition issues

Sent: Wed 2017-07-26 8:03 PM

 Message  BCH Transition Issues.docx (139 KB)  ATT00001.htm (597 B) NOT ACCESSIBLE

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Marvin

Page 089

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s.12;s.13

Page 090 to/à Page 093

Withheld pursuant to/removed as

s.12;s.14;s.13

From: [Winstanley, Lori EMPR:EX](#)
To: [Nash, Amber PREM:EX](#)
Subject: Re: Meeting with Premier - Fri Jul 28 minister mungall
Date: Tuesday, July 25, 2017 5:50:39 PM

Minister Mungall will be calling in, please forward call in info to me, thank you

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Jul 25, 2017, at 5:48 PM, Nash, Amber PREM:EX <Amber.Nash@gov.bc.ca> wrote:

Hi All,

Adjusting the time of this call to 11:45am on Friday and will provide conference call information shortly. Please advise if your Minister will be joining in person or by phone when you have a moment.

Thanks,

Amber

Amber Nash

Executive Coordinator | Office of the Premier | Tel: 250 – 356-0210 | Cell: 778-584-3330 | E: amber.nash@gov.bc.ca

From: Nash, Amber PREM:EX

Sent: Tuesday, July 25, 2017 10:55 AM

To: Frampton, Caelie PREM:EX; Winstanley, Lori PREM:EX; Farmer, Leila PREM:EX; Harder, Derrick PREM:EX; Howard, Stephen PREM:EX

Subject: Meeting with Premier - Fri Jul 28

Good Morning,

The Premier would like to set up a meeting to discuss Site C on Friday, for an hour with your Ministers.

Can you please hold 11 am – 12pm for this meeting? If your Ministers are not in Victoria they can join by phone. I will follow up to confirm and also provide call in details.

Amber

Amber Nash

Executive Coordinator | Office of the Premier | Tel: 250 – 356-0210 | Cell: 778-584-3330 | E: amber.nash@gov.bc.ca

From: [Winstanley, Lori EMPR:EX](#)
To: [Haslam, David GCPE:EX](#)
Subject: FW: MEDIA REQUEST - Minister Mungall
Date: Monday, July 24, 2017 9:44:00 AM

Dave can you touch base with Doug Herbert CBC Kamloops and say we will try and have Minister available, not sure why the request went to Marielle but maybe that is what they do? I will let Marielle know we are handling it.

From: Lori Winstanley [mailto:compositegroupinc@gmail.com]
Sent: Monday, July 24, 2017 9:29 AM
To: Winstanley, Lori PREM:EX
Subject: Fwd: MEDIA REQUEST - Minister Mungall

Lori Winstanley

Begin forwarded message:

From: "Tounsi, Marielle GCPE:EX" <Marielle.Tounsi@gov.bc.ca>
Date: July 24, 2017 at 9:28:09 AM PDT
To: "Lori Winstanley" <compositegroupinc@gmail.com>
Subject: RE: MEDIA REQUEST - Minister Mungall

Hi Lori,

FYI, I think that you will definitely want to connect with Don and Dave on this before we agree to a time to make sure that the minister is briefed.

I have let Don know about the request as well.

Marielle Tounsi
Media Relations Officer
Government Communications and Public Engagement
778-584-1255

From: Tounsi, Marielle GCPE:EX
Sent: Monday, July 24, 2017 9:10 AM
To: Lori Winstanley
Subject: Re: MEDIA REQUEST - Minister Mungall
Sorry with Doug Herbert CBC Kamloops!

Sent from my iPhone

On Jul 24, 2017, at 9:05 AM, Lori Winstanley <compositegroupinc@gmail.com> wrote:

With who?

Lori Winstanley

On Jul 24, 2017, at 8:27 AM, Tounsi, Marielle GCPE:EX
<Marielle.Tounsi@gov.bc.ca> wrote:

Hi Lori,

Would it be possible to get Minister Mungall in for an

interview on Ajax and Site C either tomorrow, Wednesday
or Thursday morning at 7:10, 7:50 or 8,10?

Thanks,

Marielle Tounsi

Media Relations Officer

Government Communications and Public Engagement

778-584-1255

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: Re: Marvin Shaffer
Date: Sunday, July 23, 2017 3:23:31 PM

As an individual, confidentiality and conflicts disclosure not a problem, we have gone over this verbally.

From: Nikolejsin, Dave MNGD:EX
Sent: Thursday, July 20, 2017 1:22 PM
To: Winstanley, Lori PREM:EX
Subject: RE: Marvin Shaffer

Sorry to bug you but a one more question: will Marvin is doing this as an individual or company? If he has a company we need to know the registered name. Also, as discussed, normally he would have to sign undertakings of confidentiality and disclose his other consulting work and potential conflicts. So the paper you will get will have those undertakings included.

Thanks.

From: Winstanley, Lori PREM:EX
Sent: Thursday, July 20, 2017 12:05 PM
To: Nikolejsin, Dave MNGD:EX
Subject: Marvin Shaffer

Marvin Shaffer

Dr. Marvin Shaffer is a consulting economist and adjunct professor at the School of Public Policy at Simon Fraser University. Marvin specializes in energy, transportation and natural resource economics. He has three decades of experience including negotiating major agreements in energy and transportation such as the return of the downstream power benefits under the Columbia River Treaty and the transfer of transportation responsibilities from the province to Metro Vancouver with the creation of Translink. He has held senior positions the government of BC including heads of the Crown Corporation Secretariat and CEO of the BC Transportation Financing Authority.

Dr. Shaffer will offer temporary consulting services to the Office of the Minister of Energy Mines and Petroleum Resources review key issues notes and background material during the transition and provide economic and policy insights for the Minister.

The issues will include the approaching entitlement date of August 1 for BC Hydro's ROFO on the 2/3 purchase of Waneta Dam, Columbia River Treaty, LNG projects, BC Hydro 10 year rate plans, Site C review by BCUC and other assorted energy issues.

The term of the consulting contract will be from July 20, 2017 to July 31, 2017.

The maximum payable excluding GST will be \$5,000 including expenses at cost for travel and accommodation.

The hourly rate will be \$200 per hour.

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: Marvin Shaffer
Date: Thursday, July 20, 2017 12:04:00 PM

Marvin Shaffer

Dr. Marvin Shaffer is a consulting economist and adjunct professor at the School of Public Policy at Simon Fraser University. Marvin specializes in energy, transportation and natural resource economics. He has three decades of experience including negotiating major agreements in energy and transportation such as the return of the downstream power benefits under the Columbia River Treaty and the transfer of transportation responsibilities from the province to Metro Vancouver with the creation of Translink. He has held senior positions the government of BC including heads of the Crown Corporation Secretariat and CEO of the BC Transportation Financing Authority.

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The term of the consulting contract will be from July 20, 2017 to July 31, 2017.

The maximum payable excluding GST will be \$5,000 including expenses at cost for travel and accommodation.

The hourly rate will be \$200 per hour.

From: [Winstanley, Lori EMPR:EX](#)
To: [Lloyd, Evan GCPE:EX](#)
Subject: RE: Waneta
Date: Tuesday, August 1, 2017 6:30:00 PM

Yes, Katrine is in the news release that has gone out and she is calling stakeholder tonight and we will all be together Friday.. On the SITE C file, can you please call, spoke with Minister Fraser's office, issues to discuss tonight

From: Lloyd, Evan GCPE:EX
Sent: Tuesday, August 1, 2017 6:29 PM
To: Winstanley, Lori PREM:EX
Subject: Waneta

Lori, given the last minute change on this announcement, can you tell me if K. Conroy was included in this information, and will she and MM be proceeding with the planned Friday events and follow up in the region?

Evan

From: [Winstanley, Lori EMPR:EX](#)
To: [MacLaren, Les MEM:EX](#)
Subject: Marvin Shaffer - contract
Date: Tuesday, August 1, 2017 9:02:00 AM
Attachments: [Scan_20170801.pdf](#)
[M Shaffer GSA July 20 2017 \(2\).docx](#)



Hi Les, here is Marvin's signed contract, the signed page is a separate.

From: LWINSTA [mailto:Lori.Winstanley@gov.bc.ca]
Sent: Tuesday, August 1, 2017 8:34 AM
To: Winstanley, Lori PREM:EX
Subject: Scan From

15 EXECUTION AND DELIVERY OF AGREEMENT

- 15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<p>SIGNED on the 20th day of July, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p></p> <p>Signature(s)</p> <p><u>Marvin Shaffer</u></p> <p>Print Name(s)</p> <p><u>President, Marvin Shaffer & Associates Ltd.</u></p> <p>Print Title(s)</p>	<p>SIGNED on the 20th day of July, 2017 on behalf of the Province by its duly authorized representative:</p> <p></p> <p>Signature</p> <p><u>Michelle Mingall</u></p> <p>Print Name(s)</p> <p><u>Minister of Energy & Mines</u></p> <p>Print Title(s)</p>
--	--

MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.: N/A _____
Commodity Code: _____

Contractor Information

Supplier Name: Marvin Shaffer
Marvin Shaffer & Associates Ltd.
1675 Larch Street
Vancouver, BC V6K3N7

Supplier No.: _____
Telephone No.: 6047871620
E-mail Address: marvshaffer@gmail.com _____
Website: _____

Financial Information

Client: 057
Responsibility Centre: 27550
Service Line: 26000
STOB: 6101/6102
Project: 2700000

Template version: June 25, 2015

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THIS AGREEMENT is dated for reference the 20th day of July 2017

BETWEEN:

Marvin Shaffer

(the "Contractor") with the following specified address and EMAIL:

Marvin Shaffer & Associates Ltd.
1675 Larch Street
Vancouver, BC V6K3N7

EMAIL: marvshaffer@gmail.com

AND:

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

Room 301, Parliament Buildings, Victoria, British Columbia, V8V 1X4
Fax: (250) 387-4680

WHEREAS:

- A. The Province wishes to retain the expert Contractor to provide the Services and the Contractor wishes to provide the Services to the Province on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related;
- (c) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Final Deliverables by the Contractor or a Subcontractor;
- (d) "Final Deliverables" means the final versions of the reports, findings, opinions or other materials (including any appendices or other attachments to them) specified or referred to in Schedule A as the "Final Deliverables";
- (e) "Material" means the Produced Material and the Received Material;
- (f) "Organization" means the Her Majesty the Queen in the Right of the Province of British Columbia and its Crown corporations and agencies either jointly or separately as the context requires;

- (g) "Produced Material" means records, software and other material including but not limited to working papers, draft opinions, notes, reports, findings, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material and the Final Deliverables;
- (h) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (i) "Services" means the services referenced in Part 2 of Schedule A;
- (j) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (k) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Throughout

- 1.2 Words defined in the schedules (including any appendices or other documents attached to, or incorporated by reference into, those schedules) to this Agreement carry the same meaning throughout this Agreement unless the context otherwise requires.

Meaning of "record"

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

2 SERVICES

Provision of services

- 2.1 On an as, if and when requested basis, the Contractor agrees provide the Services in accordance with the provisions set out in, or contemplated by, this Agreement.

Term

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

Supply of various items

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

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws including in particular the *Lobbyist Registration Act* [SBC 2001] ch. 42.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out or referenced in Schedule B:
- (a) the fees described or referenced in that Schedule;
 - (b) the expenses, if any, described or referenced in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province

during which payment becomes due.

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to comply with applicable laws;
- (b) as required to perform the Contractor's obligations under this Agreement;
- (c) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (d) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

6.2 The parties agree that:

- (a) the Province exclusively owns all property rights in the Final Deliverables which are not intellectual property rights;
- (b) no proprietary rights, including intellectual property rights, in the Received Material are acquired by the Contractor or Subcontractor as a result of the Received Material being received by the Contractor or Subcontractor from the Province or other owner;

- (c) the Contractor must deliver the Final Deliverables and any Received Material to the Province immediately upon the Province's request;
- (d) except as provided in this Agreement, the Contractor owns all proprietary rights, including intellectual property rights, in the Produced Material other than the Final Deliverables; and
- (e) the Contractor must deliver a copy of the Produced Material, other than the Final Deliverables, to the Province immediately upon request if, in the Province's reasonable opinion, such material may be relevant in respect of a legal proceeding that has been brought against the Province.

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Final Deliverables and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

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

Right of Province to negotiate license of Final Deliverables

6.5 After the end of the Term, the Province in its sole discretion may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Final Deliverables.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

8.1 In addition to any other rights of inspection the Province may have under statute or otherwise, the

Province may at any reasonable time and on reasonable notice to the Contractor, enter on the Contractor's premises to inspect and, at the Province's discretion, copy any of the Received Material and the Final Deliverables and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights;
 - (c) a breach of:
 - (i) section 5.1, 5.2, 5.3 or 6.1 of this Agreement;
 - (ii) section 1, 2 or 3 of Schedule F to this Agreement; or
 - (iii) an undertaking in either the Contractor's Undertaking of Confidentiality or a Subcontractor's Undertaking of Confidentiality.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

9.6 The Contractor must comply with the Insurance Schedule attached as Schedule D.
Workers compensation

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

Personal optional protection

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

- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
- (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

as possible.

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province's options on default

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

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province's right to terminate other than for default

- 11.4 In addition to the Province's right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement
- (a) for any reason by giving at least 10 days' written notice of termination to the Contractor; or
 - (b) due to information provided in a Supplementary Conflict of Interest Disclosure or a Notice of Conflict of Interest Disclosure by giving written notice of termination to the Contractor.

Payment consequences of termination

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

- 13.1 Any notice contemplated by this Agreement, to be effective, must be in writing and delivered as follows:

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10 of this Agreement, the Undertakings of Confidentiality contemplated by this Agreement, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the

completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules such as all Statements of Work executed pursuant to the Agreement as the case may be) are part of this Agreement.

Independent contractor

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a Conflict of Interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement without the Province's prior written consent.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

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

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<div>SIGNED on the 20th day of July, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</div> <div><div></div><div>Signature(s)</div><div><div>Marvin Shaffer</div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>	<div>SIGNED on the 20th day of July, 2017 on behalf of the Province by its duly authorized representative:</div> <div><div></div><div>Signature</div><div><div></div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 20, 2017 and ends on July 31, 2017

PART 2. SERVICES:

1. The Contractor will provide the following Services or Final Deliverables described in this Schedule A:

As directed by the Province, provide temporary consulting services to the Office of the Minister of Energy Mines and Petroleum Resources to review key issues notes and background material during the transition and provide economic and policy insights for the Minister, including:

- a) BC Hydro's Right of First Offer for the purchase of Teck Metals' 2/3 interest in the Waneta Dam and related power assets;
- b) Columbia River Treaty;
- c) LNG projects;
- d) BC Hydro 10-Year Rates Plan;
- e) Review of BC Hydro's Site C Project by the BC Utilities Commission;
- f) Other energy-related issues as directed by the Office of the Minister.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – RFP Proposal excerpt	NOT APPLICABLE

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Marvin Shaffer
2. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amendment detailing such changes.
3. In the event of an approved change to the Key Personnel:
 - (a) the Contractor will ensure that the replacement personnel have equivalent qualifications, expertise and experience as the previous personnel;
 - (b) the Contractor will be responsible for all costs incurred in educating the replacement personnel to the same level of knowledge regarding the Services as the previous personnel; and
 - (c) the parties will jointly develop a transition plan to minimize the impact of the replacement on this Agreement.
4. The Contractor Representative in respect of this Agreement is Marvin Shaffer. The Contractor Representative

will be the Contractor's principal representative in connection with the senior-level governance and management of this Agreement, be accountable for the overall conduct of the Contractor and Contractor Personnel, work with the Province at a senior planning and management level, have authority to resolve issues that may arise between the Contractor and the Province and, if necessary and applicable, escalate larger issues to a higher authority within the Contractor for resolution. The Contractor Representative is authorized to act for and bind the Contractor in all matters pertaining to the Services and Deliverables. The Contractor will not change the Contractor Representative without the Province's prior written consent, unless the person then designated as the Contractor Representative becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contractor basis).

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$5,000.00 (CDN) is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described or referenced in section 3.1(c) of this Agreement).

2. FEES:

The contractor shall charge of \$200.00 CA per hour plus applicable taxes for any or all of the services provided as described in Schedule A Part 2.

3. EXPENSES:

The Contractor will provide a schedule listing of applicable expenses, such expenses to approved prior to being incurred by the Contractor.

4. STATEMENTS OF ACCOUNT:

The following process will apply.

Statements of Account: In order to obtain payment of any fees and expenses (each a "Billing Period"), the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory to this Agreement on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Project Lead, Organizational Lead or Provincial signatory containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

None

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Confidentiality and Security

1. Notwithstanding section 5.3(b) of the Agreement [*Confidentiality*] but in addition to section 5.2 of the Agreement [*Security*], the Contractor must not permit its employee(s) or Subcontractor(s) to have access to information in the Material, other than Incorporated Material, or any other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement unless the employee(s) or Subcontractor(s) have first entered into a confidentiality agreement with the Contractor to:
 - (a) keep such information confidential and secure on substantially similar terms as those that apply to the Contractor under the Agreement; and
 - (b) support the obligations set out in the Undertakings of Confidentiality and as otherwise contained in or contemplated by the Agreement.
2. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each and all of the Contractor and its employees, in the form attached as Appendix F1 to this Schedule as a condition of starting work under this Agreement..
3. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each Subcontractor and its employee(s), in the form attached as Appendix F2 to this Schedule as a condition of starting work under this Agreement.

Conflict of Interest

4. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F3 to this Schedule (the “Contractor’s Conflict of Interest Disclosure”) as a condition of starting work under this Agreement.
5. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F4 to this Schedule (the “Subcontractor’s Conflict of Interest Disclosure”) before the Subcontractor starts work under this Agreement.
6. If, at any time following the signing of the Contractor’s Conflict of Interest Disclosure or a Subcontractor’s Conflict of Interest Disclosure, there are changes to the information given therein by the Contractor or the Subcontractor regarding a Conflict of Interest, either by way or addition or deletion, the Contractor shall immediately:
 - (a) file with the Project Lead, Organizational Lead or Provincial signatory a supplementary disclosure statement describing such change on behalf of itself and its employees and Subcontractor(s) involved in providing the Services for or on behalf of the Contractor, as applicable (a “Supplementary Conflict of Interest Disclosure”); and
 - (b) cause the applicable employee(s) or Subcontractor(s) to provide the Project Lead, Organizational Lead or Provincial signatory with immediate written notice of the change (a “Notice of Conflict of Interest Disclosure”).
7. The Contractor must not permit its employee(s) or Subcontractor(s) to commence work under this Agreement

unless the employee(s) or Subcontractor(s) have first entered into an agreement with the Contractor to support the Conflict of Interest-related obligations set out in the Agreement.

Legal Advice

8. Despite section 13.10 of the Agreement [*Independent Contractor*], the Contractor and its Key Personnel are agents of the Province for the limited purposes of obtaining access to, or information about, legal advice that the Province has otherwise obtained.

Insurance

9. Despite section 9.6 of the Agreement [*Insurance*], the parties agree that the following applies:
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must comply with the Insurance Schedule attached as Schedule D.
After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Personal Option Protection

10. Despite section 9.8 of the Agreement [*Personal Optional Protection*], the parties agree that the following applies.
Personal optional protection
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
 - (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Reliance and Survival

11. Sections 1 – 7 of this Schedule do not limit, in any way, the Contractor's responsibility to supervise its employee(s) and Subcontractor(s) under the Agreement.
12. All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Contractor are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.
13. All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any transactions contemplated herein will be deemed to be representations and warranties by the Contractor under this Agreement.
14. The provisions in sections 12 and 13 of this Schedule will continue in full force and effect notwithstanding the fulfillment by the Contractor of any or all of its obligations under this Agreement or the payment by the Province to the Contractor of any or all of the monies that the Province becomes liable to pay to the Contractor pursuant to this Agreement.
15. The provisions in sections 9 and 10 of this Schedule are intended to survive the completion of the Services or termination of this Agreement will continue in force indefinitely, even after this Agreement ends.

Schedule F – Appendix F1 – Contractor’s Undertaking of Confidentiality

Contractor: _____

Contract #: _____

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet (“Cabinet Committee”) or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Agreement,and will not:
 - (a) permit its disclosure, use or reference without the Province’s prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.

4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Agreement as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Agreement.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the day of July, 2016 by the Contractor's authorized signatory or signatories:

Signature(s)

Marvin Shaffer

Print Name(s)

Print Title(s)

Schedule F – Appendix F2 – Subcontractor's Undertaking of Confidentiality

Subcontractor: - N/A

Contractor's Contract #: _____

1. In consideration of my role as a subcontractor to _____ (the "Contractor"), I _____ (the "Subcontractor") undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the "Province"), its Crown corporations, agencies or clients, the Executive Council of British Columbia ("Cabinet"), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the "Organization");
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor's obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under this Agreement.
4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.

4. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A
Signature(s)

Print Name(s)

Print Title(s)

Schedule F – Appendix F3 – Contractor’s Conflict of Interest Disclosure

Contractor: Marvin Shaffer_____

Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of the Province, and the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ duty to act for the benefit of another party or the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Contractor has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected)
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

f) I/We, or my/our Associates I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with my/our duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary² or Affiliate³ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
Not Applicable		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Agreement:

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- b. it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Signed this 20th day of July, 2017.

(authorized signatory)

Marvin Shaffer

Schedule F – Appendix F4 – Subcontractor’s Conflict of Interest Disclosure

Subcontractor: Not Applicable

Contractor’s Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), and the Contractor’s, its employees’ and/or its Subcontractor’s duty to act for the benefit of another party or the Contractor’s, its employees’ and/or its Subcontractor’s interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

_____ (the “Subcontractor” or “I”) has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with _____ (the “Contractor’s”) duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:
 - f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with the Contractor's duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Agreement.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A _____

Signature(s)

Print Name(s)

Print Title(s)

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and

- (b) other matters specified by the Province in writing for the purposes of this section.
- 6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

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

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
- 8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

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

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

SCHEDULE G – Appendix G3 – Sensitive Information Access Control

Storage

1. The Contractor must segregate any record containing Sensitive Information from other records in a manner that clearly identifies the Accepted Proposal to which they relate or in relation to which they were provided.
2. The Contractor must keep documents containing Sensitive Information in a separate binder that is clearly marked "Confidential Documents – Do not disclose without the Province of British Columbia's prior written consent".
3. The Contractor will not copy or scan hard copies of records containing Sensitive Information.
4. The Contractor will not leave records containing Sensitive Information unattended unless locked in secure storage.
5. The Contractor must ensure records containing Sensitive Information are not disclosed, accessed from, or stored (including on any portable computing device or third party data storage service) outside Canada without the Province's prior written consent, except as may be in a written direction under the Privacy Protection Schedule if applicable.

Production of Sensitive Information under an Accepted Proposal

6. If the Contractor is leading or assisting in the production of records containing Sensitive Information, the Contractor must:
 - (a) clearly mark each draft with its draft number;
 - (b) retain substantive draft versions of the records but destroy, by shredding, duplicate and non-substantive previous drafts and copies of the records that have been superseded by new drafts or copies, daily;
 - (c) ensure that unattended computers and electronic devices are logged off or locked when working on records that contain Sensitive Information on computers and/or electronic devices; and
 - (d) ensure that such records contain Sensitive Information on portable storage devices are password protected.

Record Retention

7. If the Contractor must transmit a record containing Sensitive Information, the Contractor must:
 - (a) deliver the record to the recipient by hand if practicable;
 - (b) not use email to convey the record;
 - (c) avoid the use of a fax machine if reasonably possible. If transmission by fax machine is absolutely necessary, the Contractor must:
 - i. use an encrypted machine;
 - ii. use a fax cover sheet that:
 - states the name, position, and telephone number of both the recipient and the sender;
 - indicate the security category of the document to follow;
 - indicates that if the fax is received in error, the recipient should notify the sender, destroy the material in a secure manner, and confirm the destruction of the material to the sender; and
 - iii. ensure that both the sender and receiver stand by the machines until the transmission is completed; and

- (d) use the following double envelope system when transmitting a record by courier or messenger:
 - i. label the outer envelope with the name and address of the individual for whom it is intended. Do not mark the outer envelope with security information.
 - ii. label the inner envelope with "Confidential – Sensitive Information" and seal the inner envelope with tamper proof tape.

Dealing with Sensitive Information at the End of each Accepted Proposal

- 8. The Contractor must transmit all records containing Sensitive Information to the Province at the end of the term of the Accepted Proposal in relation to which they were provided or produced.
- 9. The Contractor must destroy, by shredding, all notes or work product making reference to the Sensitive Information that is transmitted to the Province.
- 10. The Contractor must delete all electronic copies of records containing Sensitive Information from computers, portable storage devices, and any other electronic devices.

SCHEDULE G – Appendix G6 – Sensitive Information

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

1. information relating to the Provincial budget that is not otherwise publicly available;
2. Cabinet and Cabinet Committee submissions both draft, final and signed versions;
3. agenda, minutes, records of decision, decision letters of Cabinet and Cabinet Committees;
4. Orders in Council (“OIC”) before their release and OIC background material;
5. Legislative and regulatory proposals, requests for legislation and draft legislation and regulations;
6. financial impact assessments;
7. Treasury Board Staff briefing notes;
8. memoranda associated with confidential work for Cabinet;
9. other material that may be safeguarded because it is for the use of Cabinet in its deliberations, or would divulge Cabinet deliberations (e.g., speech drafts and communications strategies related to Cabinet and Treasury Board submissions, briefing notes on policy and financial matters associated with Cabinet deliberations, and the findings of polls, surveys or other studies on matters which may be subject to Cabinet consideration);
10. information that may be subject to solicitor-client privilege; and
11. other information that is referred to, or contained in a record referred to, in Part 2, Division 2 of the *Freedom of Information and Protection of Privacy Act*.

From: [Winstanley, Lori EMPR:EX](#)
To: [Haslam, David GCPE:EX](#)
Subject: RE: Site C - PRHP layoff notices and GI outbreak
Date: Monday, July 31, 2017 8:59:00 AM

Good, thanks

From: Haslam, David GCPE:EX
Sent: Monday, July 31, 2017 8:52 AM
To: Winstanley, Lori PREM:EX
Cc: Nikolejsin, Dave MNGD:EX; MacLaren, Les MEM:EX; Beaupre, Darren GCPE:EX; Byers, Lindsay GCPE:EX; Grewar, Colin GCPE:EX
Subject: FW: Site C - PRHP layoff notices and GI outbreak
Lori – fyi below from BCH. I’m agree with com approach. Any concerns?

From: Sandve, Chris [<mailto:Chris.Sandve@bchhydro.com>]
Sent: Monday, July 31, 2017 7:33 AM
To: Haslam, David GCPE:EX
Cc: Scott, Mora; Fitzsimmons, Craig; Conway, David
Subject: Site C - PRHP layoff notices and GI outbreak
Hi David

Peace River Hydro Partners, the main civil works contractor, plans to lay off approximately 130 workers today. This number could increase to as many as 275. These layoffs are not a termination and Peace River Hydro Partners hopes to provide opportunities for these employees in the future as other activities ramp up. As you know, the number of workers on the project fluctuates and it is the responsibility of Peace River Hydro Partners to manage their workforce and operations to meet the contract schedule and milestones that they are responsible for.

For any media inquiries our plan would be to respond as follows:

Peace River Hydro Partners is responsible for managing their operations and workforce while meeting the contract schedule and milestones. For further details please contact Peace River Hydro Partners.

We can also make sure that media understand that this is not connected in any way to the planned BCUC review of the project.

I would also suggest that Dave Conway reach out to the constituency offices of MLAs Bernier and Davies just to give them a heads up about this news as their offices will likely get calls.

Also, we have had a small outbreak of a gastrointestinal virus at the Site C dam site. We have one media inquiry from CBC Radio Prince George – Dave Conway can respond with the following messaging:

- We have had a small outbreak of a gastrointestinal virus at the Site C dam site At this point, approximately 15 workers are affected. They are off work and will not return to work until cleared by medical personnel.
- The worker accommodation camp has a dedicated medical clinic to ensure timely identification of any medical issues and the ability to quickly implement a professional medical response.
- The Environmental Health Officer for Northern Health has been alerted and we are contacting First Nations communities and local stakeholders to inform them about the outbreak.
- Control measures have been implemented at the worker lodge and on site, based on established guidelines. This includes notifying workers in the camp and on site about the outbreak and promoting hand-washing and the importance of reporting illness.

- Enhanced cleaning of common touch surfaces is being conducted and the medical clinic, the camp operator and contractors will continue daily monitoring of existing conditions and any new cases.

Let us know if any concerns / questions.

Thanks

Chris

Chris Sandve | Director, Policy & Corporate Relations

BC Hydro

333 Dunsmuir St, 15th floor

Vancouver, BC V6B 5R3

P 604 623 3776

M 604 202 2562

E chris.sandve@bchydro.com

bchydro.com

Smart about power in all we do.

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Withheld pursuant to/removed as

s.12;s.14;s.13

From: Winstanley, Lori EMPR:EX on behalf of MINCAL, EMPR EMPR:EX
To: Mungall, Michelle EMPR:EX
Subject: Call with Premier

RE: Site C

In person Room Location:

s. 15

Call in Details:

1-877-353-9184

Participant Conference ID: **s.15**

(Don Wright will moderate)

ATTENDING:

Premier Horgan

Minister Heyman

Minister Trevena

Minister Mungall (by phone)

Minister Fraser (by phone)

Don Wright

Dave Nikolejsin

Les MacLaren

Geoff Meggs (by phone)

Ken Peterson (by phone)

From: [Winstanley, Lori EMPR:EX](#)
To: [Mungall.MLA, Michelle LASS:EX](#)
Subject: RE: BC Hydro Site C Review by BCUC or Other Panel
Date: Thursday, July 27, 2017 1:26:00 PM

Because this is to a group of MLAs and not Ministers, I would suggest you ask Doug Donaldson (who is not a Minister) to send an email back suggesting the group send the names to the BCUC as it is an independent body and decision maker, we will not be making these decisions. In any case, I suggest it not come from our MLA office because that could be seen as endorsement or interference if we forward to BCUC.

BCUC:

Telephone:	(604) 660-4700
B.C. Toll Free:	1-800-663-1385
Facsimile:	(604) 660-1102
E-Mail:	Commission.Secretary@bcuc.com
Utility Customers E-Mail:	Complaints@bcuc.com
Gas Marketers E-Mail:	Customer.Choice@bcuc.com
Web Site:	http://www.bcuc.com

From: Mungall.MLA, Michelle [mailto:Michelle.Mungall.MLA@leg.bc.ca]
Sent: Thursday, July 27, 2017 12:12 PM
To: Winstanley, Lori PREM:EX
Subject: FW: BC Hydro Site C Review by BCUC or Other Panel

From: RogerBryenton [mailto:roger.bryenton@earthlink.net]

Sent: July 27, 2017 11:50 AM

To: Chandra Herbert.MLA, Spencer ; Mungall.MLA, Michelle ; James.MLA, Carole ; Donaldson.MLA, Doug

Cc: Heyman.MLA, George ; Eby.MLA, David ; Popham.MLA, Lana ; Mark.MLA, Melanie ; Fraser.MLA, Scott ; Ralston.MLA, Bruce ; Chow.MLA, George ; Bains.MLA, Harry

Subject: BC Hydro Site C Review by BCUC or Other Panel

Dear MLA's and Ministers

The BC Hydro Ratepayers Association would like to offer potential candidates, nominees for the Chair and Panel being set up to review the Site C project's financial viability:

Chair:

Ms. Robyn Allan, former ICBC executive

Mr. David Bond, Economist

Mr. Richard McCandless, Economist

Mr. Mauro Chiesa

Dr. Harry Swain

We are very concerned that someone such as Robin Junger, with close associations to the Liberal Party, would be considered or appointed.

For Panelists:

Any or all of those nominated for Chair, above

In addition, Grand Chief Stewart Phillip,

Gwen Johansson, Hudson's Hope Mayor

Dr. Eoin Finn, Economist

Bob Elton, former BC Hydro CEO

Mark Eliesen, former BC Hydro CEO.

Thank you for considering our opinion and possible nominees. This is a crucial examination of a project long after a formal review of viability ought to have been performed.

Sincerely

Roger Bryenton, P. Eng. (former), MBA

for BC Hydro Ratepayers Association (Pacific Electricity Ratepayers Assn)

778 232-1326



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From: [Winstanley, Lori EMPR:EX](#)
To: [Zadavec, Don GCPE:EX](#); [McLaren, Kenn FLNR:EX](#)
Subject: FW: Site C agriculture mitigation and compensation plan
Date: Thursday, July 27, 2017 12:02:00 PM

FYI

-----Original Message-----

From: Haslam, David GCPE:EX
Sent: Thursday, July 27, 2017 11:54 AM
To: Winstanley, Lori PREM:EX
Cc: Nikolejsin, Dave MNGD:EX; MacLaren, Les MEM:EX; Beaupre, Darren GCPE:EX; Dalal, Suntanu GCPE:EX; Byers, Lindsay GCPE:EX
Subject: FW: Site C agriculture mitigation and compensation plan

Lori - I've confirmed BCH plans to web post the Site C agriculture mitigation and compensation plan today. They will post to the project website and send links to affected landowners and tenure holders, consultation participants, PRRD, District of Hudson's Hope, Ministry of Agriculture, MEMPR, FLNRO and BCEAO. MLA offices will be informed as well. They will not be putting out a news release.

The plan addresses concerns about the impact of Site C on agriculture in the Peace Region and includes the establishment of a \$20 million agricultural compensation fund to increase opportunities for the agricultural industry in the Peace Region.

The purpose of the plan is to improve agricultural production and agrifoods economic activity in the Peace Region.

The plan has been shaped by input received during consultation with agricultural producers. The draft Agricultural Mitigation and Compensation Plan was released in February 2017 and the public and stakeholders were encouraged to provide input and feedback on the draft plan by March 13, 2017. The deadline for release of the final plan (July 27, 2017) is set out in the conditions accompanying the provincial Environmental Assessment Certificate for the project.

I expect media calls. We are working on key messages which will acknowledge that while Site C will be reviewed by the BCUC, like work on the project, commitments made by BC Hydro will be honoured.

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: Re: Update TOR and Briefing Note
Date: Wednesday, July 26, 2017 11:00:27 PM

Ok great thx Dave

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Jul 26, 2017, at 10:08 PM, Nikolejsin, Dave MNGD:EX <Dave.Nikolejsin@gov.bc.ca> wrote:

Tomorrow by noon is fine.

From: Winstanley, Lori PREM:EX
Sent: July 26, 2017 10:08 PM
To: Nikolejsin, Dave MNGD:EX <Dave.Nikolejsin@gov.bc.ca>
Cc: Mungall, Michelle PREM:EX <Michelle.Mungall@gov.bc.ca>
Subject: Re: Update TOR and Briefing Note
When do you need sign off? Tonight, morning

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Jul 26, 2017, at 8:55 PM, Nikolejsin, Dave MNGD:EX <Dave.Nikolejsin@gov.bc.ca> wrote:

s.12,s.13

From: [Winstanley, Lori EMPR:EX](#)
To: [Lori Winstanley](#)
Subject: FW: General Services Agreement - Marvin Shaffer
Date: Wednesday, July 26, 2017 5:50:00 PM
Attachments: M Shaffer GSA July 20, 2017.docx

From: MacLaren, Les MEM:EX
Sent: Sunday, July 23, 2017 5:20 PM
To: Winstanley, Lori PREM:EX
Cc: Nikolejsin, Dave MNGD:EX
Subject: General Services Agreement - Marvin Shaffer
Hi Lori:

Attached is a General Services Agreement for Marvin Shaffer. It is modeled on a contract the Ministry of Finance has used recently for strategic consulting services.

A couple of things to note:

- The coding on the cover page is from our Corporate Services group and is for the Minister's Office.
- Contract is dated July 20 for reference
- Marvin's address needs to be added on page 5
- The term and services are set out in Schedule A. I would note that Columbia River Treaty was on the list of topics you provided, but those responsibilities rest with Minister Conroy.
- The fees and expenses are set out in Schedule B
- If Marvin is just providing advice, the insurance provisions in Schedule D can probably be waived
- Marvin will need to read and sign the undertaking of confidentiality set out in Schedule F1, and fill out and sign the Conflict of Interest Disclosure in Schedule F3

Les MacLaren

Assistant Deputy Minister
Electricity and Alternative Energy Division
BC Ministry of Energy, Mines and Petroleum Resources
Office: 250-952-0204
Cell: 250-889-3479

Energizing BC—clean, sustainable and productive

MANAGEMENT CONSULTING PROFESSIONAL SERVICES AGREEMENT



For Administrative Purposes Only

Ministry Contract No.: _____
Requisition No.: _____
Solicitation No.: N/A _____
Commodity Code: _____

Contractor Information

Supplier Name: Marvin Shaffer _____

Supplier No.: _____

Telephone No.: _____

E-mail Address: marvshaffer@gmail.com _____

Website: _____

Financial Information

Client: 057 _____

Responsibility Centre: 27550 _____

Service Line: 26000 _____

STOB: 6101/6102 _____

Project: 2700000 _____

Template version: June 25, 2015

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THIS AGREEMENT is dated for reference the 20th day of July 2017

BETWEEN:

Marvin Shaffer

(the "Contractor") with the following specified address and EMAIL:

EMAIL: marvshaffer@gmail.com

AND:

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

Room 301, Parliament Buildings, Victoria, British Columbia, V8V 1X4

Fax: (250) 387-4680

WHEREAS:

- A. The Province wishes to retain the expert Contractor to provide the Services and the Contractor wishes to provide the Services to the Province on the terms and conditions set out in this Agreement.

NOW THEREFORE in consideration of the premises and the covenants, agreements, representations, warranties and payments set out in this Agreement, the Province and the Contractor agree as follows:

1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

- (a) "Business Day" means a day, other than a Saturday or Sunday, on which Provincial government offices are open for normal business in British Columbia;
- (b) "Conflict of Interest" means an actual, perceived or potential inconsistency between the Contractor's obligation and duty to act for the benefit of the Province, and the Contractor's, its employee(s)' and/or its Subcontractor(s)' duty to act for the benefit of another party or the Contractor's, its employee(s)' and/or its Subcontractor(s)' interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related;
- (c) "Incorporated Material" means any material in existence prior to the start of the Term or developed independently of this Agreement, and that is incorporated or embedded in the Final Deliverables by the Contractor or a Subcontractor;
- (d) "Final Deliverables" means the final versions of the reports, findings, opinions or other materials (including any appendices or other attachments to them) specified or referred to in Schedule A as the "Final Deliverables";
- (e) "Material" means the Produced Material and the Received Material;
- (f) "Organization" means the Her Majesty the Queen in the Right of the Province of British Columbia and its Crown corporations and agencies either jointly or separately as the context requires;
- (g) "Produced Material" means records, software and other material including but not limited to working papers, draft opinions, notes, reports, findings, whether complete or not, that, as a result of this Agreement, are produced or provided by the Contractor or a Subcontractor and includes the Incorporated Material and the Final Deliverables;

- (h) "Received Material" means records, software and other material, whether complete or not, that, as a result of this Agreement, are received by the Contractor or a Subcontractor from the Province or any other person;
- (i) "Services" means the services referenced in Part 2 of Schedule A;
- (j) "Subcontractor" means a person described in paragraph (a) or (b) of section 13.4; and
- (k) "Term" means the term of the Agreement described in Part 1 of Schedule A subject to that term ending earlier in accordance with this Agreement.

Throughout

- 1.2 Words defined in the schedules (including any appendices or other documents attached to, or incorporated by reference into, those schedules) to this Agreement carry the same meaning throughout this Agreement unless the context otherwise requires.

Meaning of "record"

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

2 SERVICES

Provision of services

- 2.1 On an as, if and when requested basis, the Contractor agrees provide the Services in accordance with the provisions set out in, or contemplated by, this Agreement.

Term

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

Supply of various items

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

Standard of care

- 2.4 Unless otherwise specified in this Agreement, the Contractor must perform the Services to a standard of care, skill, and diligence maintained by persons providing, on a commercial basis, services similar to the Services.

Standards in relation to persons performing Services

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

Instructions by Province

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

Confirmation of non-written instructions

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

Effectiveness of non-written instructions

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

Applicable laws

- 2.9 In the performance of the Contractor's obligations under this Agreement, the Contractor must comply with all applicable laws including in particular the *Lobbyist Registration Act* [SBC 2001] ch. 42.

3 PAYMENT

Fees and expenses

- 3.1 If the Contractor complies with this Agreement, then the Province must pay to the Contractor at the times and on the conditions set out or referenced in Schedule B:
- (a) the fees described or referenced in that Schedule;
 - (b) the expenses, if any, described or referenced in that Schedule if they are supported, where applicable, by proper receipts and, in the Province's opinion, are necessarily incurred by the Contractor in providing the Services; and
 - (c) any applicable taxes payable by the Province under law or agreement with the relevant taxation authorities on the fees and expenses described in paragraphs (a) and (b).

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

Statements of accounts

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

Withholding of amounts

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

Appropriation

- 3.4 The Province's obligation to pay money to the Contractor is subject to the *Financial Administration Act*, which makes that obligation subject to an appropriation being available in the fiscal year of the Province during which payment becomes due.

Currency

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

Non-resident income tax

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

Prohibition against committing money

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

Refunds of taxes

3.8 The Contractor must:

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

4 REPRESENTATIONS AND WARRANTIES

4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:

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

5 PRIVACY, SECURITY AND CONFIDENTIALITY

Privacy

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

Security

5.2 The Contractor must:

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

Confidentiality

5.3 The Contractor must treat as confidential all information in the Material and all other information accessed or obtained by the Contractor or a Subcontractor (whether verbally, electronically or otherwise) as a result of this Agreement, and not permit its disclosure or use without the Province's prior written consent except:

- (a) as required to comply with applicable laws;
- (b) as required to perform the Contractor's obligations under this Agreement;
- (c) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (d) if it is information in any Incorporated Material.

Public announcements

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

Restrictions on promotion

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

6 MATERIAL AND INTELLECTUAL PROPERTY

Access to Material

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

Ownership and delivery of Material

6.2 The parties agree that:

- (a) the Province exclusively owns all property rights in the Final Deliverables which are not intellectual property rights;
- (b) no proprietary rights, including intellectual property rights, in the Received Material are acquired by the Contractor or Subcontractor as a result of the Received Material being received by the Contractor or Subcontractor from the Province or other owner;
- (c) the Contractor must deliver the Final Deliverables and any Received Material to the Province immediately upon the Province's request;
- (d) except as provided in this Agreement, the Contractor owns all proprietary rights, including intellectual property rights, in the Produced Material other than the Final Deliverables; and

- (e) the Contractor must deliver a copy of the Produced Material, other than the Final Deliverables, to the Province immediately upon request if, in the Province's reasonable opinion, such material may be relevant in respect of a legal proceeding that has been brought against the Province.

Matters respecting intellectual property

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

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

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

Rights in relation to Incorporated Material

6.4 Upon any Incorporated Material being embedded or incorporated in the Final Deliverables and to the extent that it remains so embedded or incorporated, the Contractor grants to the Province:

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

Right of Province to negotiate license of Final Deliverables

6.5 After the end of the Term, the Province in its sole discretion may negotiate with the Contractor to provide the Contractor a license (which may be exclusive or non-exclusive) for the Contractor to use, reproduce, modify or distribute some or all of the Final Deliverables.

7 RECORDS AND REPORTS

Work reporting

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

Time and expense records

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

8 AUDIT

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

9 INDEMNITY AND INSURANCE

Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any loss, claim (including any claim of infringement of third-party intellectual property rights), damage award, action, cause of action, cost or expense that the Province or any of the Province's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, (each a "Loss") to the extent the Loss is directly or indirectly caused or contributed to by
- (a) any act or omission by the Contractor or by any of the Contractor's agents, employees, officers, directors or Subcontractors in connection with this Agreement; or
 - (b) any representation or warranty of the Contractor being or becoming untrue or incorrect.

Monetary limitations of indemnity

- 9.2 The indemnification by the Contractor pursuant to section 9.1 is limited to:
- (a) \$2,000,000 per Loss; and
 - (b) \$4,000,000 in the aggregate for all Losses.

Exceptions to monetary limitations

- 9.3 The limitations set out in section 9.2 do not apply to a Loss resulting from or relating to any of the following:
- (a) bodily injury or damage to real property or tangible personal property;
 - (b) third-party intellectual property rights;
 - (c) a breach of:
 - (i) section 5.1, 5.2, 5.3 or 6.1 of this Agreement;
 - (ii) section 1, 2 or 3 of Schedule F to this Agreement; or
 - (iii) an undertaking in either the Contractor's Undertaking of Confidentiality or a Subcontractor's Undertaking of Confidentiality.

Province to notify Contractor of Loss

- 9.4 To claim indemnification for a Loss pursuant to section 9.1, the Province must notify the Contractor in writing of the Loss as soon as reasonably practicable after the Province becomes aware of the Loss provided that a failure by the Province to provide such notification will not invalidate the claim unless the Contractor is materially prejudiced by that failure.

Third-party intellectual property infringement claims

- 9.5 If the Loss is on the basis of a third-party claim that any element of the Material infringes the intellectual property rights of any person,
- (a) then, without limiting section 9.1, the Contractor must defend the Province against that claim at the Contractor's expense and the Contractor must pay all associated costs, damages and legal fees that a court or arbitrator finally awards or are included in a settlement agreed to by the Contractor; and
 - (b) the Province must cooperate with the Contractor in the defence of the claim and, where appropriate in the discretion of the Province, will allow the Contractor to appoint and instruct counsel and otherwise control the defence and any related settlement negotiations.

Insurance

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

Workers compensation

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

Personal optional protection

- 9.8 The Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
- (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.

Evidence of coverage

- 9.9 Within 10 Business Days of being requested to do so by the Province, the Contractor must provide the Province with evidence of the Contractor's compliance with sections 9.7 and 9.8.

10 FORCE MAJEURE

Definitions relating to force majeure

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

Consequence of Event of Force Majeure

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

Duties of Affected Party

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

11 DEFAULT AND TERMINATION

Definitions relating to default and termination

11.1 In this section and sections 11.2 to 11.4:

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

Province’s options on default

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

Delay not a waiver

- 11.3 No failure or delay on the part of the Province to exercise its rights in relation to an Event of Default will constitute a waiver by the Province of such rights.

Province’s right to terminate other than for default

- 11.4 In addition to the Province’s right to terminate this Agreement under section 11.2(c) on the happening of an Event of Default, the Province may terminate this Agreement
- (a) for any reason by giving at least 10 days' written notice of termination to the Contractor; or
 - (b) due to information provided in a Supplementary Conflict of Interest Disclosure or a Notice of Conflict of Interest Disclosure by giving written notice of termination to the Contractor.

Payment consequences of termination

- 11.5 Unless Schedule B otherwise provides, if the Province terminates this Agreement under section 11.4:
- (a) the Province must, within 30 days of such termination, pay to the Contractor any unpaid portion of the fees and expenses described or referenced in Schedule B which corresponds with the

portion of the Services that was completed to the Province's satisfaction before termination of this Agreement; and

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

Discharge of liability

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

Notice in relation to Events of Default

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

12 DISPUTE RESOLUTION

Dispute resolution process

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

Location of arbitration or mediation

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

Costs of arbitration or mediation

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

13 MISCELLANEOUS

Delivery of notices

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

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

Change of address or fax number

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

Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights or obligations under this Agreement without the Province's prior written consent. Upon providing written notice to the Contractor, the Province may assign to any person any of the Province's rights under this Agreement and may assign to any "government corporation", as defined in the *Financial Administration Act*, any of the Province's obligations under this Agreement

Subcontracting

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

Waiver

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

Modifications

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

Entire agreement

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

Survival of certain provisions

- 13.8 Sections 2.9, 3.1 to 3.4, 3.7, 3.8, 5.1 to 5.5, 6.1 to 6.5, 7.1, 7.2, 8.1, 9.1 to 9.6, 9.9, 10.1 to 10.3, 11.2, 11.3, 11.5, 11.6, 12.1 to 12.3, 13.1, 13.2, 13.8, and 13.10 of this Agreement, the Undertakings of Confidentiality contemplated by this Agreement, any accrued but unpaid payment obligations, and any other sections of this Agreement (including schedules) which, by their terms or nature, are intended to survive the completion of the Services or termination of this Agreement, will continue in force indefinitely subject to any applicable limitation period prescribed by law, even after this Agreement ends.

Schedules

- 13.9 The schedules to this Agreement (including any appendices or other documents attached to, or incorporated by reference into, those schedules such as all Statements of Work executed pursuant to the Agreement as the case may be) are part of this Agreement.

Independent contractor

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

Personnel not to be employees of Province

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

Key Personnel

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

Pertinent information

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

Conflict of interest

- 13.14 The Contractor must not provide any services to any person in circumstances which, in the Province's reasonable opinion, could give rise to a Conflict of Interest between the Contractor's duties to that person and the Contractor's duties to the Province under this Agreement without the Province's prior written consent.

Time

- 13.15 Time is of the essence in this Agreement and, without limitation, will remain of the essence after any modification or extension of this Agreement, whether or not expressly restated in the document effecting the modification or extension.

Conflicts among provisions

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

Agreement not permit nor fetter

- 13.17 This Agreement does not operate as a permit, license, approval or other statutory authority which the Contractor may be required to obtain from the Province or any of its agencies in order to provide the

Services. Nothing in this Agreement is to be construed as interfering with, or fettering in any manner, the exercise by the Province or its agencies of any statutory, prerogative, executive or legislative power or duty.

Remainder not affected by invalidity

- 13.18 If any provision of this Agreement or the application of it to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired and will be valid and enforceable to the extent permitted by law.

Further assurances

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

Additional terms

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

Governing law

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

14 INTERPRETATION

14.1 In this Agreement:

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

15 EXECUTION AND DELIVERY OF AGREEMENT

15.1 This Agreement may be entered into by a separate copy of this Agreement being executed by, or on behalf of, each party and that executed copy being delivered to the other party by a method provided for in section 13.1 or any other method agreed to by the parties.

The parties have executed this Agreement as follows:

<div>SIGNED on the 20th day of July, 2017 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</div> <div><div></div><div>Signature(s)</div><div><div>Marvin Shaffer</div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>	<div>SIGNED on the 20th day of July, 2017 on behalf of the Province by its duly authorized representative:</div> <div><div></div><div>Signature</div><div><div></div><div>Print Name(s)</div></div><div><div></div><div>Print Title(s)</div></div></div>
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Schedule A – Services

PART 1. TERM:

1. The term of this Agreement commences on July 20, 2017 and ends on July 31, 2017

PART 2. SERVICES:

1. The Contractor will provide the following Services or Final Deliverables described in this Schedule A:

As directed by the Province, provide temporary consulting services to the Office of the Minister of Energy Mines and Petroleum Resources to review key issues notes and background material during the transition and provide economic and policy insights for the Minister, including:

- a) BC Hydro's Right of First Offer for the purchase of Teck Metals' 2/3 interest in the Waneta Dam and related power assets;
- b) Columbia River Treaty;
- c) LNG projects;
- d) BC Hydro 10-Year Rates Plan;
- e) Review of BC Hydro's Site C Project by the BC Utilities Commission;
- f) Other energy-related issues as directed by the Office of the Minister.

PART 3. RELATED DOCUMENTATION:

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

Appendix 1 – Engagement Letter	NOT APPLICABLE
Appendix 2 – Solicitation document excerpt	NOT APPLICABLE
Appendix 3 – RFP Proposal excerpt	NOT APPLICABLE

PART 4. KEY PERSONNEL:

1. The Key Personnel of the Contractor are as follows:
 - (a) Marvin Shaffer
2. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amendment detailing such changes.
3. In the event of an approved change to the Key Personnel:
 - (a) the Contractor will ensure that the replacement personnel have equivalent qualifications, expertise and experience as the previous personnel;
 - (b) the Contractor will be responsible for all costs incurred in educating the replacement personnel to the same level of knowledge regarding the Services as the previous personnel; and
 - (c) the parties will jointly develop a transition plan to minimize the impact of the replacement on this Agreement.
4. The Contractor Representative in respect of this Agreement is Marvin Shaffer. The Contractor Representative

will be the Contractor's principal representative in connection with the senior-level governance and management of this Agreement, be accountable for the overall conduct of the Contractor and Contractor Personnel, work with the Province at a senior planning and management level, have authority to resolve issues that may arise between the Contractor and the Province and, if necessary and applicable, escalate larger issues to a higher authority within the Contractor for resolution. The Contractor Representative is authorized to act for and bind the Contractor in all matters pertaining to the Services and Deliverables. The Contractor will not change the Contractor Representative without the Province's prior written consent, unless the person then designated as the Contractor Representative becomes unavailable for reasons beyond the Contractor's control (such as death, disability or resignation of employment) or has been terminated by the Contractor (and not engaged by the Contractor on a contractor basis).

Schedule B – Fees and Expenses

1. MAXIMUM AMOUNT PAYABLE:

Maximum Amount: \$5,000.00 (CDN) is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described or referenced in section 3.1(c) of this Agreement).

2. FEES:

The contractor shall charge of \$200.00 CA per hour plus applicable taxes for any or all of the services provided as described in Schedule A Part 2.

3. EXPENSES:

The Contractor will provide a schedule listing of applicable expenses, such expenses to approved prior to being incurred by the Contractor.

4. STATEMENTS OF ACCOUNT:

The following process will apply.

Statements of Account: In order to obtain payment of any fees and expenses (each a "Billing Period"), the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory to this Agreement on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Project Lead, Organizational Lead or Provincial signatory containing:

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

5. PAYMENTS DUE:

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

Schedule C – Approved Subcontractor(s)

None

Schedule D – Insurance

1. The Contractor must, without limiting the Contractor's obligation or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000 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; and
 - (b) Professional Errors and Omissions Liability insuring the Contractor's liability resulting from errors or omissions in the performance of the Services in an amount per occurrence, and in the aggregate, calculated as follows:
 - (i) not less than \$1,000,000, if the "Maximum Amount" set out in Schedule B is less than \$500,000; and
 - (ii) not less than \$2,000,000, if the "Maximum Amount" set out in Schedule B is \$500,000 or greater.
2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide, within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
4. Despite section 1(b) of this Schedule, if in the Province's sole discretion, the Province has approved in writing either a fronted self-insurance program or a duly licensed captive insurer as an alternative to the Professional Liability Insurance requirement set out in section 1(b), then the Contractor must maintain throughout the Term that alternative in accordance with the terms of the approval.

Schedule E – Privacy Protection Schedule

Definitions

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

Purpose

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

Collection of personal information

3. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor may only collect or create personal information that is necessary for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.
4. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must collect personal information directly from the individual the information is about.
5. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must tell an individual from whom the Contractor collects personal information:
 - (a) the purpose for collecting it;
 - (b) the legal authority for collecting it; and
 - (c) the title, business address and business telephone number of the person designated by the Province to answer questions about the Contractor's collection of personal information.

Accuracy of personal information

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

Requests for access to personal information

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

Correction of personal information

8. Within 5 Business Days of receiving a written direction from the Province to correct or annotate any personal information, the Contractor must annotate or correct the information in accordance with the direction.
9. When issuing a written direction under section 8, the Province must advise the Contractor of the date the correction request to which the direction relates was received by the Province in order that the Contractor may comply with section 10.
10. Within 5 Business Days of correcting or annotating any personal information under section 8, the Contractor must provide the corrected or annotated information to any party to whom, within one year prior to the date the correction request was made to the Province, the Contractor disclosed the information being corrected or annotated.
11. If the Contractor receives a request for correction of personal information from a person other than the Province, the Contractor must promptly advise the person to make the request to the Province and, if the Province has advised the Contractor of the name or title and contact information of an official of the Province to whom such requests are to be made, the Contractor must also promptly provide that official's name or title and contact information to the person making the request.

Protection of personal information

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

Storage and access to personal information

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

Retention of personal information

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

Use of personal information

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

Disclosure of personal information

16. Unless the Province otherwise directs in writing, the Contractor may only disclose personal information inside Canada to any person other than the Province if the disclosure is for the performance of the Contractor's obligations, or the exercise of the Contractor's rights, under the Agreement.

17. Unless the Agreement otherwise specifies or the Province otherwise directs in writing, the Contractor must not disclose personal information outside Canada.

Notice of foreign demands for disclosure

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

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

Notice of unauthorized disclosure

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

Inspection of personal information

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

Compliance with the Act and directions

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

Notice of non-compliance

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

Termination of Agreement

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

Interpretation

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

Schedule F – Additional Terms

Confidentiality and Security

1. Notwithstanding section 5.3(b) of the Agreement [*Confidentiality*] but in addition to section 5.2 of the Agreement [*Security*], the Contractor must not permit its employee(s) or Subcontractor(s) to have access to information in the Material, other than Incorporated Material, or any other information accessed or obtained by the Contractor (whether verbally, electronically or otherwise) as a result of the Agreement unless the employee(s) or Subcontractor(s) have first entered into a confidentiality agreement with the Contractor to:
 - (a) keep such information confidential and secure on substantially similar terms as those that apply to the Contractor under the Agreement; and
 - (b) support the obligations set out in the Undertakings of Confidentiality and as otherwise contained in or contemplated by the Agreement.
2. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each and all of the Contractor and its employees, in the form attached as Appendix F1 to this Schedule as a condition of starting work under this Agreement..
3. In addition to sections 5.2 [*Security*], 5.3 [*Confidentiality*], 6.1 [*Access to Material*] and 6.2(c) [*Ownership and Delivery of Material*] of the Agreement, the Contractor must deliver to the Project Lead Organizational Lead or Provincial signatory, a fully completed and signed copy of an “Undertaking of Confidentiality” that covers each Subcontractor and its employee(s), in the form attached as Appendix F2 to this Schedule as a condition of starting work under this Agreement.

Conflict of Interest

4. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory, a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each and all of the Contractor and its employees that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F3 to this Schedule (the “Contractor’s Conflict of Interest Disclosure”) as a condition of starting work under this Agreement.
5. Without limiting the generality of section 13.14 of the Agreement [*Conflict of Interest*], the Contractor must deliver to the Project Lead, Organizational Lead or Provincial signatory a fully completed and signed copy of a “Conflict of Interest Disclosure” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, in the form attached as Appendix F4 to this Schedule (the “Subcontractor’s Conflict of Interest Disclosure”) before the Subcontractor starts work under this Agreement.
6. If, at any time following the signing of the Contractor’s Conflict of Interest Disclosure or a Subcontractor’s Conflict of Interest Disclosure, there are changes to the information given therein by the Contractor or the Subcontractor regarding a Conflict of Interest, either by way or addition or deletion, the Contractor shall immediately:
 - (a) file with the Project Lead, Organizational Lead or Provincial signatory a supplementary disclosure statement describing such change on behalf of itself and its employees and Subcontractor(s) involved in providing the Services for or on behalf of the Contractor, as applicable (a “Supplementary Conflict of Interest Disclosure”); and
 - (b) cause the applicable employee(s) or Subcontractor(s) to provide the Project Lead, Organizational Lead or Provincial signatory with immediate written notice of the change (a “Notice of Conflict of Interest Disclosure”).
7. The Contractor must not permit its employee(s) or Subcontractor(s) to commence work under this Agreement

unless the employee(s) or Subcontractor(s) have first entered into an agreement with the Contractor to support the Conflict of Interest-related obligations set out in the Agreement.

Legal Advice

8. Despite section 13.10 of the Agreement [*Independent Contractor*], the Contractor and its Key Personnel are agents of the Province for the limited purposes of obtaining access to, or information about, legal advice that the Province has otherwise obtained.

Insurance

9. Despite section 9.6 of the Agreement [*Insurance*], the parties agree that the following applies:
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must comply with the Insurance Schedule attached as Schedule D.
After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Personal Option Protection

10. Despite section 9.8 of the Agreement [*Personal Optional Protection*], the parties agree that the following applies.
Personal optional protection
Unless otherwise specified in writing by the Project Lead, Organizational Lead or Provincial signatory, the Contractor must apply for and maintain personal optional protection insurance (consisting of income replacement and medical care coverage) during the Term at the Contractor's expense if:
 - (a) the Contractor is an individual or a partnership of individuals and does not have the benefit of mandatory workers compensation coverage under the *Workers Compensation Act* or similar laws in other jurisdictions; and
 - (b) such personal optional protection insurance is available for the Contractor from WorkSafeBC or other sources.After an assessment of risks, the Province has agreement to waive requirements of section 9.8 of the Agreement.

Reliance and Survival

11. Sections 1 – 7 of this Schedule do not limit, in any way, the Contractor's responsibility to supervise its employee(s) and Subcontractor(s) under the Agreement.
12. All representations, warranties, covenants and agreements made in this Agreement and all certificates and other documents delivered by or on behalf of the Contractor are material and will conclusively be deemed to have been relied upon by the Province, notwithstanding any prior or subsequent investigation by the Province.
13. All statements contained in any certificate or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any transactions contemplated herein will be deemed to be representations and warranties by the Contractor under this Agreement.
14. The provisions in sections 12 and 13 of this Schedule will continue in full force and effect notwithstanding the fulfillment by the Contractor of any or all of its obligations under this Agreement or the payment by the Province to the Contractor of any or all of the monies that the Province becomes liable to pay to the Contractor pursuant to this Agreement.
15. The provisions in sections 9 and 10 of this Schedule are intended to survive the completion of the Services or termination of this Agreement will continue in force indefinitely, even after this Agreement ends.

Schedule F – Appendix F1 – Contractor’s Undertaking of Confidentiality

Contractor: _____

Contract #: _____

1. In consideration of its role as special advisor to the Province, the Contractor undertakes on behalf of itself and its employees to treat as confidential and not disclose, refer to, or permit to be disclosed, at any time, information they produce for or obtain from the Organization or its clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet (“Cabinet Committee”) or an advisor to any such party (verbally, electronically or in writing), in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Organization;
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that they have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that they become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that they become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat as confidential:
 - (a) any legal advice the Contractor and/or its Key Personnel receives on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and
 - (b) any legal advice otherwise obtained by the Province that the Contractor and/or its Key Personnel become aware of or is provided access to in connection with this Agreement,and will not:
 - (a) permit its disclosure, use or reference without the Province’s prior written consent except as required to comply with applicable laws; or
 - (b) do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice.

4. The Contractor undertakes on behalf of itself and its Key Personnel that it and they will treat any Sensitive Information (other than information that may be subject to solicitor-client privilege that is addressed in the preceding section) that the Contractor and/or its Key Personnel receive or produce in connection with this Agreement as confidential and will not permit its disclosure, use or reference without the Province's prior written consent except as required to comply with applicable laws.
5. For greater certainty, the Contractor acknowledges that the exceptions set out in subsections 5.3(b) and (c) of the Agreement and sections 2(b) and (c) of this Undertaking do not apply to section 3 or 4 of this Undertaking.
6. The Contractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1, 3 or 4 above for any other purpose other than those expressly provided for under this Agreement.
7. The Contractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
8. The Contractor undertakes to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.
9. The Contractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) or Subcontractor(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking and/or the Agreement.
10. The Contractor undertakes to cause its employee(s) and Subcontractor(s) to immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if they receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking and/or the Agreement or if, through inadvertence or otherwise, any of its employee(s) or Subcontractor(s) become aware of a disclosure of information contrary to this Undertaking and/or the Agreement.

SIGNED on the day of July, 2016 by the Contractor's authorized signatory or signatories:

Signature(s)

Marvin Shaffer

Print Name(s)

Print Title(s)

Schedule F – Appendix F2 – Subcontractor’s Undertaking of Confidentiality

Subcontractor: - N/A

Contractor’s Contract #: _____

1. In consideration of my role as a subcontractor to _____ (the “Contractor”), I _____ (the “Subcontractor”) undertake on behalf of myself and my employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information that I or my employee(s) produce for, or obtain from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), its Crown corporations, agencies or clients, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of the Cabinet, or an advisor to any such party (verbally, electronically or in writing) in relation to or resulting from this Agreement, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the Province, its Crown corporations and agencies (collectively or separately as the context requires, the “Organization”);
 - (b) the conversations and discussions held within, or in the presence of members of, the Organization;
 - (c) any part of the agendas of the meetings of established or ad hoc committees of the Organization;
 - (d) the fact that I and/or my employee(s) have attended or been scheduled to attend meetings of established or ad hoc committees of the Organization;
 - (e) the outcomes, decisions or actions of the Province, employer associations, employers, pension plan boards of trustees, or pension plan partners that I and/or my employee(s) become aware of by virtue of this Agreement;
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that I and/or my employee(s) become aware of by virtue of this Agreement; and
 - (g) the terms of this Undertaking.
2. Section 1 of this Undertaking does not apply insofar as:
 - (a) the disclosure is expressly permitted in writing by the Province in conjunction with other parties as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Agreement;
 - (c) the disclosure is to staff of the Province or otherwise required to perform the Contractor’s obligations under this Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in Section 1 above for any other purpose other than those expressly provided for under this Agreement.
4. The Subcontractor undertakes on behalf of itself and its employees that, upon request of the Province, it will return to the Province or its designate all information received as a result of this Agreement, including all copies, derivatives, reports and analysis containing such information.

4. The Subcontractor undertakes on behalf of itself and its employees that it will immediately notify the Project Lead, Organizational Lead or Provincial signatory specified in this Agreement or otherwise in writing, if it or any of its employee(s) receive a summons, subpoena, order or similar instrument or otherwise become subject to a legal obligation requiring disclosure of any information required to keep confidential under this Undertaking or if, through inadvertence or otherwise, it becomes aware of a disclosure of information contrary to this Undertaking.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A
Signature(s)

Print Name(s)

Print Title(s)

Schedule F – Appendix F3 – Contractor’s Conflict of Interest Disclosure

Contractor: Marvin Shaffer_____

Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of the Province, and the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ duty to act for the benefit of another party or the Contractor’s, its employee(s)’ and/or its Subcontractor(s)’ interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

The Contractor has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Contractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with my/our duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected)
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

f) I/We, or my/our Associates I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with my/our duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary² or Affiliate³ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate
Not Applicable		

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)'/our ability to exercise judgment with a view to the best interests of the Province under this Agreement:

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a. it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation; or
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- b. it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Signed this 20th day of July, 2017.

(authorized signatory)

Marvin Shaffer

Schedule F – Appendix F4 – Subcontractor’s Conflict of Interest Disclosure

Subcontractor: Not Applicable

Contractor’s Contract #: _____

Definition: “Conflict of Interest” means an actual, perceived or potential inconsistency between the Contractor’s obligation and duty to act for the benefit of Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), and the Contractor’s, its employees’ and/or its Subcontractor’s duty to act for the benefit of another party or the Contractor’s, its employees’ and/or its Subcontractor’s interests. A Conflict of Interest may take a number of forms: it may be financial or non-financial; it may be direct or indirect; it may be professional, personal or family related.

Discussion: A Conflict of Interest may arise from existing, former or prospective:

- directorship, employment or contractual interest;
- interest in business enterprises or professional practices;
- share ownership;
- beneficial interest in trusts;
- professional or personal association with the Province;
- professional association or relationship with other organizations or individuals;
- personal association with other organizations or individuals;
- family relationship;
- any relationship that may cause a person to perceive that a person has a divided loyalty to the Province and another party with interests that are inconsistent or competing with the Province’s interests; or
- a set of circumstances in which a person has a private or personal interest that may appear to influence the objective exercise of the person’s duties to, or in respect of, the Province.

_____ (the “Subcontractor” or “I”) has reviewed this Agreement and has read and understood the definition and discussion of the term Conflict of Interest as set out above. The Subcontractor hereby declares on behalf of itself and its employee(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Agreement in the space afforded below.

1. A direct or indirect conflict with _____ (the “Contractor’s”) duties to the Province under this Agreement may arise because (please indicate if non-applicable):
 - a) I/We, or my/our Associates¹, hold the following offices (appointed or elected):
 - b) I/We, my/our Associates, or any trustee or any nominee on my/our behalf, own or possess, directly or indirectly, the following interests (i.e., shares, businesses, trusts or properties):
 - c) I/We, or my/our Associates, have the following interests in existing or proposed transactions or agreements with, or involving, the Province.
 - d) I/We, or my/our Associates, have existing professional associations or relationships with other organizations or individuals:
 - e) I/We, or my/our Associates, have personal associations or affiliations with the following other organizations or individuals:
 - f) I/We, or my/our Associates, have family relationships with people who may have a Conflict of Interest arising from directorships of, employment by, business, professional or personal relationships or affiliations with, the Province or other organizations that are adverse in interest to

¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

the Province, or legal or beneficial ownership of trusts or other property, namely:

2. The nature and extent of the conflicting office duty or interest referred to in section 1 of this declaration (please indicate if non-applicable):
3. A Conflict of Interest with the Contractor's duties to the Province under this Agreement may arise because I/We receive financial remuneration (either for services performed by me/us, as an owner or part owner, trustee, or employee or otherwise) from the following sources (please indicate if non-applicable):
4. The following is a list of each Subsidiary⁵ or Affiliate⁶ of a company listed in section 1 of this declaration.

Company Listed in Section 1	Name of Subsidiary or Affiliate	Type of Business Ordinarily Carried on by Subsidiary or Affiliate

5. Other than disclosed above, I/we have the following relationships or interests that could compromise, or be perceived to compromise, my employee(s)/our ability to exercise judgment with a view to the best interests of the Province under this Agreement.

SIGNED on the ____ day of _____, 201__ by the subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

N/A _____

Signature(s)

Print Name(s)

Print Title(s)

² For the purposes of this declaration, a corporation is a subsidiary of another corporation where:

- a) it is controlled by:
 - (i) that other corporation;
 - (ii) that other corporation and one or more other corporations, each of which is controlled by that other corporation;
 - (iii) two or more other corporations, each of which is controlled by that other corporation; or
- (b) it is a subsidiary or a subsidiary of that other corporation.

³ For the purposes of this declaration, one corporation is affiliated with another corporation where one of them is the subsidiary of the other, or both are subsidiaries of the same corporation, or each of them is controlled by the same person.

Schedule G – Security Schedule

Definitions

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

Schedule contains additional obligations

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

Services Worker confidentiality agreements

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

Services Worker security screening

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

Services Worker activity logging

5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
 - (a) their access to Sensitive Information; and

- (b) other matters specified by the Province in writing for the purposes of this section.
- 6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

Facilities and Equipment protection and access control

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

to those persons who are authorized to have that access and for the purposes for which they are authorized, which process must include measures to verify the identity of those persons.
- 8. If the Province makes available to the Contractor any Facilities or Equipment of the Province for the use of the Contractor in providing the Services, the Contractor must comply with any policies and procedures provided to it by the Province on acceptable use, protection of, and access to, such Facilities or Equipment.

Sensitive Information access control

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

Integrity of Information

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

Documentation of changes to processes

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

Notice of security breaches

- 13. If Contractor becomes aware that:
 - (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or

- (b) unauthorized access to Facilities or Equipment

has occurred or is likely to occur (whether or not related to a failure by the Contractor to comply with this Schedule or the Agreement), the Contractor must immediately notify the Province of the particulars of that occurrence or likely occurrence. If the Contractor provides a notification under this section other than in writing, that notification must be confirmed in writing to the Province as soon as it is reasonably practicable for the Contractor to do so.

Review of security breaches

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

Retention of Records

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

Storage of Records

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

Audit

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

and the Contractor must permit, and provide reasonable assistance to, the exercise by the Province of the Province's rights under this section.

Termination of Agreement

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

Interpretation

- 19. In this Schedule, unless otherwise specified:
 - (a) references to sections are to sections of this Schedule; and
 - (b) references to appendices are to the appendices attached to this Schedule.

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

SCHEDULE G – Appendix G1 – Security screening requirements

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

Verification of name, date of birth and address

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

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

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

Verification of education and professional qualifications

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

Verification of employment history and reference checks

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

Security interview

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

Criminal history check

5. The Contractor must arrange for and retain documented results of a criminal history check on a Services Worker obtained through the Services Worker's local policing agency. Criminal history checks must be repeated as necessary to ensure that at all times the most recent criminal history check on a Services Worker was completed within the previous five years.

SCHEDULE G – Appendix G3 – Sensitive Information Access Control

Storage

1. The Contractor must segregate any record containing Sensitive Information from other records in a manner that clearly identifies the Accepted Proposal to which they relate or in relation to which they were provided.
2. The Contractor must keep documents containing Sensitive Information in a separate binder that is clearly marked "Confidential Documents – Do not disclose without the Province of British Columbia's prior written consent".
3. The Contractor will not copy or scan hard copies of records containing Sensitive Information.
4. The Contractor will not leave records containing Sensitive Information unattended unless locked in secure storage.
5. The Contractor must ensure records containing Sensitive Information are not disclosed, accessed from, or stored (including on any portable computing device or third party data storage service) outside Canada without the Province's prior written consent, except as may be in a written direction under the Privacy Protection Schedule if applicable.

Production of Sensitive Information under an Accepted Proposal

6. If the Contractor is leading or assisting in the production of records containing Sensitive Information, the Contractor must:
 - (a) clearly mark each draft with its draft number;
 - (b) retain substantive draft versions of the records but destroy, by shredding, duplicate and non-substantive previous drafts and copies of the records that have been superseded by new drafts or copies, daily;
 - (c) ensure that unattended computers and electronic devices are logged off or locked when working on records that contain Sensitive Information on computers and/or electronic devices; and
 - (d) ensure that such records contain Sensitive Information on portable storage devices are password protected.

Record Retention

7. If the Contractor must transmit a record containing Sensitive Information, the Contractor must:
 - (a) deliver the record to the recipient by hand if practicable;
 - (b) not use email to convey the record;
 - (c) avoid the use of a fax machine if reasonably possible. If transmission by fax machine is absolutely necessary, the Contractor must:
 - i. use an encrypted machine;
 - ii. use a fax cover sheet that:
 - states the name, position, and telephone number of both the recipient and the sender;
 - indicate the security category of the document to follow;
 - indicates that if the fax is received in error, the recipient should notify the sender, destroy the material in a secure manner, and confirm the destruction of the material to the sender; and
 - iii. ensure that both the sender and receiver stand by the machines until the transmission is completed; and

- (d) use the following double envelope system when transmitting a record by courier or messenger:
 - i. label the outer envelope with the name and address of the individual for whom it is intended. Do not mark the outer envelope with security information.
 - ii. label the inner envelope with "Confidential – Sensitive Information" and seal the inner envelope with tamper proof tape.

Dealing with Sensitive Information at the End of each Accepted Proposal

- 8. The Contractor must transmit all records containing Sensitive Information to the Province at the end of the term of the Accepted Proposal in relation to which they were provided or produced.
- 9. The Contractor must destroy, by shredding, all notes or work product making reference to the Sensitive Information that is transmitted to the Province.
- 10. The Contractor must delete all electronic copies of records containing Sensitive Information from computers, portable storage devices, and any other electronic devices.

SCHEDULE G – Appendix G6 – Sensitive Information

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

1. information relating to the Provincial budget that is not otherwise publicly available;
2. Cabinet and Cabinet Committee submissions both draft, final and signed versions;
3. agenda, minutes, records of decision, decision letters of Cabinet and Cabinet Committees;
4. Orders in Council (“OIC”) before their release and OIC background material;
5. Legislative and regulatory proposals, requests for legislation and draft legislation and regulations;
6. financial impact assessments;
7. Treasury Board Staff briefing notes;
8. memoranda associated with confidential work for Cabinet;
9. other material that may be safeguarded because it is for the use of Cabinet in its deliberations, or would divulge Cabinet deliberations (e.g., speech drafts and communications strategies related to Cabinet and Treasury Board submissions, briefing notes on policy and financial matters associated with Cabinet deliberations, and the findings of polls, surveys or other studies on matters which may be subject to Cabinet consideration);
10. information that may be subject to solicitor-client privilege; and
11. other information that is referred to, or contained in a record referred to, in Part 2, Division 2 of the *Freedom of Information and Protection of Privacy Act*.

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s.12;s.13

Page 214 to/à Page 216

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s.12;s.14;s.13

Page 217

Withheld pursuant to/removed as

s.12;s.13

From: [Winstanley, Lori](#) EMPR:EX
To: [Schmidt, Maria E](#) MEM:EX
Subject: FW: Meeting with Premier - Fri Jul 28
Date: Tuesday, July 25, 2017 1:43:00 PM

For our pretend minister's calendar, MMM will have to call in

From: Nash, Amber PREM:EX
Sent: Tuesday, July 25, 2017 10:55 AM
To: Frampton, Caelie PREM:EX; Winstanley, Lori PREM:EX; Farmer, Leila PREM:EX; Harder, Derrick PREM:EX; Howard, Stephen PREM:EX
Subject: Meeting with Premier - Fri Jul 28

Good Morning,

The Premier would like to set up a meeting to discuss Site C on Friday, for an hour with your Ministers.

Can you please hold 11 am – 12pm for this meeting? If your Ministers are not in Victoria they can join by phone. I will follow up to confirm and also provide call in details.

Amber

Amber Nash

Executive Coordinator | Office of the Premier | Tel: 250 – 356-0210 | Cell: 778-584-3330 | E: amber.nash@gov.bc.ca

From: [Winstanley, Lori EMPR:EX](#)
To: [Lori Winstanley](#)
Subject: RE: MEDIA REQUEST - Minister Mungall
Date: Monday, July 24, 2017 9:39:00 AM

Thank you Marielle, I will take it from here and let you know. By Don, do you mean Don Wright, Executive Deputy Minister and Dave, are you referring to our Communications Director or Deputy.

Thank you

Lori Winstanley

s.17

From: Lori Winstanley [mailto:compositegroupinc@gmail.com]
Sent: Monday, July 24, 2017 9:29 AM
To: Winstanley, Lori PREM:EX
Subject: Fwd: MEDIA REQUEST - Minister Mungall

Lori Winstanley

Begin forwarded message:

From: "Tounsi, Marielle GCPE:EX" <Marielle.Tounsi@gov.bc.ca>
Date: July 24, 2017 at 9:28:09 AM PDT
To: "Lori Winstanley" <compositegroupinc@gmail.com>
Subject: RE: MEDIA REQUEST - Minister Mungall

Hi Lori,

FYI, I think that you will definitely want to connect with Don and Dave on this before we agree to a time to make sure that the minister is briefed.

I have let Don know about the request as well.

Marielle Tounsi

Media Relations Officer

Government Communications and Public Engagement

778-584-1255

From: Tounsi, Marielle GCPE:EX
Sent: Monday, July 24, 2017 9:10 AM
To: Lori Winstanley
Subject: Re: MEDIA REQUEST - Minister Mungall
Sorry with Doug Herbert CBC Kamloops!

Sent from my iPhone

On Jul 24, 2017, at 9:05 AM, Lori Winstanley <compositegroupinc@gmail.com> wrote:

With who?

Lori Winstanley

On Jul 24, 2017, at 8:27 AM, Tounsi, Marielle GCPE:EX
<Marielle.Tounsi@gov.bc.ca> wrote:

Hi Lori,

Would it be possible to get Minister Mungall in for an interview on Ajax and Site C either tomorrow, Wednesday or Thursday morning at 7:10, 7:50 or 8,10?

Thanks,

Marielle Tounsi

Media Relations Officer

Government Communications and Public Engagement

778-584-1255

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: items for this week
Date: Sunday, July 23, 2017 2:51:54 PM
Attachments: Site C TORs ideas s.22.docx
2

Hello Dave, to keep you up to date:

You may already know but Don Wright reached out to s.22 this weekend and they talked about possible ways forward on Site C review. Don will be working with the Ministry this week and the goal is to have some decisions made by the end of the week. I have attached some work s.22 and myself did on draft Terms of Reference and I believe the Premiers's Office shared them with Don. They are not official in any way, but ideas we passed on. We have come up with other names to add to your list and that is s.22 s.22 think a lot of people like the idea of an independent thinker likes.22 (my reading of what i have heard.)

As I understand it, Don will have a the responsibility for a Priority Files Committee which will change as needed. As of a Thursday night the committee did not exist but was being set up. Our ministry will be among the first up with Site C review and Kinder Morgan. I will pass you info as i get it but assume Don will be in touch.

Look forward to talking on Monday

Site C

Context

The case to start construction of Site C for a 2024 in-service date was not supported by any independent BCUC or other public review and was specifically questioned by the Joint Environmental Review panel. And the decision to start the project was and remains very controversial because of questions about the need for the electricity it will generate, its very large capital cost, unavoidable environmental impacts and the irreconcilable opposition of some First Nations and residents who will be greatly affected.

While there are strong arguments that the project should not have been started when it was, particularly without independent public review, the issue now is fundamentally different. Many construction activities have been initiated and a large workforce is in place. Almost \$2 billion has already been spent on the project and a significant amount more has been committed through contract obligations. The issue now is not whether the project should have been started, it is whether it is in the BC Hydro ratepayer and broader public interest to complete the project.

Given the strongly held views about this project, it is very challenging yet critically important to distinguish the question of whether it should have been started in the manner and timeframe that it was from whether it should be completed. The consequences of suspending or terminating construction at this time are very different from not starting in the first place. This is not to prejudge whether it is or is not the right thing to do. It is simply to say that it requires very careful consideration of what the different options would mean at this time, independent of what one might have concluded before construction had started.

s.12,s.14,s.17

The Panel Member(s)

The work and report of this panel must be recognized as impartial, fair to all sides of this very controversial and emotional debate. While the panel member(s) must be generally knowledgeable of the issues involved it is preferable they be able to take a fresh and independent examination of the evidence brought before it. The model we recommend is that of a judge hearing a court case – not an industry expert or participant that may be perceived as or in fact having preconceived views on electricity resource development options.

The process and Timeframe

It is expected that BC Hydro will be able to provide evidence on all aspects of the terms of reference based on previous submissions in related proceedings and more recent analysis it has undertaken. Interested parties will be limited in their ability to provide evidence due to time and budget constraints, but will be able to file and update as appropriate relevant studies that have already been undertaken (eg the “UBC study”) as well as submit evidence on different aspects of the terms of reference based on previous work and experience (eg the work of the Joint Review Panel).

The panel members would have the resources to hire independent experts on all aspects of the terms of reference in order to submit evidence on its review of material submitted by BC Hydro and others, and the experts’ own analysis of related matters.

The time frame would be challenging but something like the following is proposed.

- Selecting panel members, issuing order and terms of reference under section 5 of BCUC Act.
- Week 1 – procedural hearing to identify interested parties, review terms and reference, process and time frames
- End of week 3 – submission of evidence by BC Hydro
- End of week 5 – submission of evidence by interested parties and panel experts
- End of week 6 – interim report to government
- Week 7 – hearings and cross examination of all submitted evidence
- End of week 11- submission of rebuttal evidence and argument
- End of week 12 – submission of panel report.

From: [Winstanley, Lori EMPR:EX](#)
To: [Haslam, David GCPE:EX](#)
Cc: [Gibbs, Robb GCPE:EX](#); [Lowe, Mike GCPE:EX](#); [Zadravec, Don GCPE:EX](#); [Beaupre, Darren GCPE:EX](#); [Sherlock, Stephanie GCPE:EX](#); [Ryckman, Scott GCPE:EX](#)
Subject: Re: Draft Rollouts and NRs for Waneta Dam and Site C BCUC Review
Date: Tuesday, August 1, 2017 12:25:11 PM

Thanks David, will get back to you this afternoon to sign off on the quote

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Aug 1, 2017, at 12:09 PM, Haslam, David GCPE:EX <David.Haslam@gov.bc.ca> wrote:

Robb/Mike/Don/Lori – as I said in my earlier e-mail attached are roll-out docs for both Waneta (EOD Tues Aug 1 – approximately 5 pm) and Site C Review (Wed Aug 2 – 2 pm in the press theatre). We'll plug in some of the media relations details and KM/QA sections later today. They are being worked on by staff. I've also attached the draft BC Hydro NR for Waneta (note it includes QA on the back of the doc). This all approved by BC Hydro and we just need MMM and MKC quotes approved. And the draft NR on the Site C BCUC Review – this is approved up to ADM Les MacLaren. You'll note for Site C review we are using the same format as Petronas – MMM makes statement supported by technical expert on background – in this case Les MacLaren. We had success with this format and as a result MMM is comfortable with it. Lori – note we've moved start time for Site C from 3 pm to 2 pm at the recommendation of Robb Gibbs in order to give media time to file. I'm including Stephanie Sherlock and Scott Ryckman so they're aware of our current status. Happy to discuss - David

<2017-07-31 NR -Waneta Dam w GCPE edits.docx>

Page 225 to/à Page 235

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s.12;s.13

Page 236 to/à Page 239

Withheld pursuant to/removed as

s.21;s.17

From: [Winstanley, Lori EMPR:EX](#)
To: [Lowe, Mike GCPE:EX](#); [Zadravec, Don GCPE:EX](#)
Cc: [Gibbs, Robb GCPE:EX](#); [Aaron, Sage PREM:EX](#)
Subject: RE: Minister announcing Waneta in Vancouver Wednesday afternoon
Date: Friday, July 28, 2017 3:55:00 PM

Glad to hear, my thoughts exactly but not necessarily MMM's view, I will work with her.
Now we need to decide/coordinate with Site C release, Evan was on that call and said he would work on a good date vis a vis Waneta and other issues.

Have a good weekend and thank you for your support and quick reply

Lori
s.17

From: Lowe, Mike GCPE:EX
Sent: Friday, July 28, 2017 3:47 PM
To: Zadravec, Don GCPE:EX
Cc: Gibbs, Robb GCPE:EX; Aaron, Sage PREM:EX; Winstanley, Lori PREM:EX
Subject: Re: Minister announcing Waneta in Vancouver Wednesday afternoon
In discussions with Sage, Evan and Robb, our advice is that Waneta should be announced via a press release and simple media avail for the minister with the press gallery (and calls into local media in the Kootenays). That could be Tuesday or Wednesday.
Then the word will be out and they can get planning for the Aug 4 celebration event in Trail.

Sent from my iPhone

On Jul 28, 2017, at 3:22 PM, Zadravec, Don GCPE:EX <Don.Zadravec@gov.bc.ca> wrote:

Can we discuss.

From: Winstanley, Lori PREM:EX
Sent: Friday, July 28, 2017 3:03 PM
To: Zadravec, Don GCPE:EX; Aaron, Sage PREM:EX
Subject: Minister announcing Waneta in Vancouver Wednesday afternoon
The Minister is anxious to be out asap to announce the Waneta Dam purchase, it came up on an unrelated conf call with PJH today, the Minister's take away was the "Premier was okay with her making the announcement in DT Vancouver on Wednesday afternoon" It would involve, BC Hydro and the mayor of Trail, MLA(maybe) and unions. A "bigger community" celebration to follow on Friday Aug 4 when we are in Trail.

Would appreciate some guidance.

Lori Winstanley, Ministerial Assistant
Office of the Hon. Michelle Mungall, Minister of Energy, Mines and Petroleum Resources
British Columbia Parliament Buildings | 501 Belleville St, Victoria, BC V8V 2L8
250 953 0900

Page 241 to/à Page 253

Withheld pursuant to/removed as

s.12;s.14;s.13

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: FW: BC Hydro Site C Review by BCUC or Other Panel
Date: Thursday, July 27, 2017 12:37:00 PM

FYI,

From: Mungall.MLA, Michelle [mailto:Michelle.Mungall.MLA@leg.bc.ca]
Sent: Thursday, July 27, 2017 12:12 PM
To: Winstanley, Lori PREM:EX
Subject: FW: BC Hydro Site C Review by BCUC or Other Panel

From: RogerBryenton [mailto:roger.bryenton@earthlink.net]

Sent: July 27, 2017 11:50 AM

To: Chandra Herbert.MLA, Spencer <s.chandraherbert.mla@leg.bc.ca>; Mungall.MLA, Michelle <Michelle.Mungall.MLA@leg.bc.ca>; James.MLA, Carole <Carole.James.MLA@leg.bc.ca>; Donaldson.MLA, Doug <Doug.Donaldson.MLA@leg.bc.ca>

Cc: Heyman.MLA, George <George.Heyman.MLA@leg.bc.ca>; Eby.MLA, David <David.Eby.MLA@leg.bc.ca>; Popham.MLA, Lana <Lana.Popham.MLA@leg.bc.ca>; Mark.MLA, Melanie <Melanie.Mark.MLA@leg.bc.ca>; Fraser.MLA, Scott <Scott.Fraser.MLA@leg.bc.ca>; Ralston.MLA, Bruce <Bruce.Ralston.MLA@leg.bc.ca>; Chow.MLA, George <George.Chow.MLA@leg.bc.ca>; Bains.MLA, Harry <Harry.Bains.MLA@leg.bc.ca>

Subject: BC Hydro Site C Review by BCUC or Other Panel

Dear MLA's and Ministers

The BC Hydro Ratepayers Association would like to offer potential candidates, nominees for the Chair and Panel being set up to review the Site C project's financial viability:

Chair:

Ms. Robyn Allan, former ICBC executive
Mr. David Bond, Economist
Mr. Richard McCandless, Economist
Mr. Mauro Chiesa
Dr. Harry Swain

We are very concerned that someone such as Robin Junger, with close associations to the Liberal Party, would be considered or appointed.

For Panelists:

Any or all of those nominated for Chair, above
In addition, Grand Chief Stewart Phillip,
Gwen Johansson, Hudson's Hope Mayor
Dr. Eoin Finn, Economist
Bob Elton, former BC Hydro CEO
Mark Eliesen, former BC Hydro CEO.

Thank you for considering our opinion and possible nominees. This is a crucial examination of a project long after a formal review of viability ought to have been performed.

Sincerely

Roger Bryenton, P. Eng. (former), MBA
for BC Hydro Ratepayers Association (Pacific Electricity Ratepayers Assn)



Virus-free. www.avast.com

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#); [Mungall, Michelle EMPR:EX](#)
Subject: RE: BCUC Site C Review - TOR Comparisons 27-7-17 v2
Date: Thursday, July 27, 2017 10:21:00 AM

Don spoke with Marvin

From: Nikolejsin, Dave MNGD:EX
Sent: Thursday, July 27, 2017 10:21 AM
To: Winstanley, Lori PREM:EX; Mungall, Michelle PREM:EX
Subject: BCUC Site C Review - TOR Comparisons 27-7-17 v2

Minister, here is the 3 column document we discussed that maps the original (Dix) TOR to the current version. We did not analyse the Marvin Shaffer version because as far as we know the Green Party never saw that version.

I will be supplying this to Don Wright as well.

Let me know if you have any questions. Thanks,

Page 257

Withheld pursuant to/removed as

s.12;s.13

From: [Wood, Nancy J MEM:EX](#)
To: [Wiltshire, Farrah MEM:EX](#)
Subject: FW: FR MO: FOI's 72606
Date: Tuesday, September 5, 2017 4:36:13 PM
Attachments: [Re Waneta.msg](#)
[RE Waneta.msg](#)
[Re Draft Rollouts and NRs for Waneta Dam and Site C BCUC Review.msg](#)
[Fwd Waneta approach.msg](#)
[Marvin Shaffer - contract.msg](#)
[FW Materials for Cabinet August 1 - Waneta.msg](#)
[FW Speaking Notes BCUC Review of Site C V3 DM Approved.msg](#)
[RE Site C - PRHP layoff notices and GI outbreak.msg](#)
[RE Minister announcing Waneta in Vancouver Wednesday afternoon.msg](#)
[RE Material for 1145am call today with PIH - DRAFT BCUC Review of Site C OIC.msg](#)
[FW For Distribution - BN for Meeting Tomorrow - 1145 a.m..msg](#)
[FW Material for 1145am call today with PIH - DRAFT BCUC Review of Site C OIC.msg](#)
[FW Material for 1145am call today - DRAFT BCUC Review of Site C OIC.msg](#)
[Call with Premier.msg](#)
[FW For Distribution - BN for Meeting Tomorrow - 1145 a.m..msg](#)
[FW For Distribution - BN for Meeting Tomorrow - 1145 a.m..msg](#)
[RE BC Hydro Site C Review by BCUC or Other Panel.msg](#)
[FW BC Hydro Site C Review by BCUC or Other Panel.msg](#)
[FW Site C agriculture mitigation and compensation plan.msg](#)
[FW Site C agriculture mitigation and compensation plan.msg](#)
[RE BCUC Site C Review - TOR Comparisons 27-7-17 v2.msg](#)
[FW General Services Agreement - Marvin Shaffer.msg](#)
[Re Update TOR and Briefing Note.msg](#)
[Re Update TOR and Briefing Note.msg](#)
[FW bch-related transition issues.msg](#)
[FW General Services Agreement - Marvin Shaffer.msg](#)
[Fwd Meeting with Premier - Fri Jul 28.msg](#)
[Fwd Draft TOR Site C Review 25-7-17 v4.msg](#)
[Fwd Draft TOR Site C Review 25-7-17 v4.msg](#)
[Re Draft TOR Site C Review 25-7-17 v4.msg](#)
[Re Meeting with Premier - Fri Jul 28 minister mungall.msg](#)
[FW Meeting with Premier - Fri Jul 28.msg](#)
[CBC Kamloops request for Minister Mungall interview - Ajax and Site C .msg](#)
[FW MEDIA REQUEST - Minister Mungall.msg](#)
[RE MEDIA REQUEST - Minister Mungall.msg](#)
[RE What time are the briefing meetings with MMM.msg](#)
[Re Marvin Shaffer.msg](#)
[items for this week.msg](#)
[list.msg](#)
[Marvin Shaffer.msg](#)

Here is MO's responsive records for this request.
Nancy

From: Rialp, Sheree MEM:EX
Sent: Thursday, August 31, 2017 5:22 PM
To: Wood, Nancy J MEM:EX
Subject: FR MO: FOI's 72606
Sheree Rialp
Deputy Minister's Office | Ministry of Energy, Mines and Petroleum Resources | 250-952-0483

From: Winstanley, Lori PREM:EX
Sent: Wednesday, August 16, 2017 1:47 PM
To: Rialp, Sheree MEM:EX
Subject: FOI's 72606
From the Minister office

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: Re: Draft TOR Site C Review 25-7-17 v4
Date: Tuesday, July 25, 2017 9:34:12 PM

Thank you, will get it to her and tomorrow all email should be working

Lori Winstanley
Ministerial Assistant
Hon. Michelle Mungall
Minister of Energy Mines and Petroleum Resources

On Jul 25, 2017, at 8:45 PM, Nikolejsin, Dave MNGD:EX <Dave.Nikolejsin@gov.bc.ca> wrote:

Lori, I still don't have a gov't email address for Minister so will trust you to get this to her. Please don't send via any non-gov email for confidentiality reasons.
We can discuss tomorrow. Les is on standby.

From: [Winstanley, Lori EMPR:EX](#)
To: [Tounsi, Marielle GCPE:EX](#)
Cc: [Haslam, David GCPE:EX](#)
Subject: CBC Kamploops request for Minister Mungall interview - Ajax and Site C
Date: Monday, July 24, 2017 9:46:00 AM

Hi Marielle, Dave Haslam our Communications Director will take the request from here. Thank you.

Lori Winstanley

s.17

From: [Winstanley, Lori EMPR:EX](#)
To: [Haslam, David GCPE:EX](#)
Subject: RE: What time are the briefing meetings with MMM
Date: Monday, July 24, 2017 9:02:00 AM

Can they give us a full key dates list for the summer.

From: Haslam, David GCPE:EX
Sent: Monday, July 24, 2017 6:36 AM
To: Winstanley, Lori PREM:EX
Subject: What time are the briefing meetings with MMM
Secondly. Putting below on your radar. I've reached out to BCH coms for status:

July 27

Deadline for BC Hydro to release the final Site C Agricultural Mitigation and Compensation Plan

The plan addresses concerns about the impact of Site C on agriculture in the Peace Region and includes the establishment of a \$20 million agricultural compensation fund to increase opportunities for the agricultural industry in the Peace Region.

The purpose of the plan is to improve agricultural production and agrifoods economic activity in the Peace Region.

The plan has been shaped by input received during consultation with agricultural producers. The draft Agricultural Mitigation and Compensation Plan was released in February 2017 and the public and stakeholders were encouraged to provide input and feedback on the draft plan by March 13, 2017. The deadline for release of the final plan (July 27, 2017) is set out in the conditions accompanying the provincial Environmental Assessment Certificate for the project.

Sent from my BlackBerry 10 smartphone on the TELUS network.

From: [Winstanley, Lori EMPR:EX](#)
To: [Nikolejsin, Dave MNGD:EX](#)
Subject: list
Date: Friday, July 21, 2017 10:21:00 AM

Hi Dave, most important first:

1. Minister got scrummed outside of caucus on Taseko, prosperity, I have Communications, Dave Haslam et al on their way here but I want to make sure she is ready when she leaves for lunch at 12:50 today and going forward
2. Monday's briefing at 2 pm can we include a piece on mine permitting and we will invite Minister Scott Fraser, IRR, I will let you know his availability
3. Minister wants to tour,. PO has said no to any travel but I think we can pull something off in the Kootenays because that is her home. She wants to do this between July 28 and August 4th. I may get permission for her to go to a dam or mine outside of the Kootenays. She has already been invited to the 50th anniversary of the Duncan dam and Teck has asked her to come for a tour. I will forward what I have, can the Ministry take over planning. The big issue is that we have no one to staff her, I am the only one here and can't leave. Her Constituency Assistant can probably be there on the political side but can you please make a recommendation for someone from the Ministry to go with her.
4. I met with Geogg Meggs last night and have a clearer idea on Site C review so we should talk soon.
5. July 25 we have booked the Cedar Room for the meeting, not sure who will send out the invite and details, which brings me to the last point.
6. We do not have any staff and the centre has no answer as to when we will. It would be very nice to have someone here Monday and plan on the for the week.

Talk soon and thank you for all your help Dave

Lori

Page 1 to/à Page 5

Withheld pursuant to/removed as

s.12;s.14;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Thursday, July 27, 2017 10:21 AM
To: Winstanley, Lori PREM:EX; Mungall, Michelle PREM:EX
Subject: BCUC Site C Review - TOR Comparisons 27-7-17 v2
Attachments: BCUC Site C Review - TOR Comparisons 27-7-17 v2.docx

Minister, here is the 3 column document we discussed that maps the original (Dix) TOR to the current version. We did not analyse the Marvin Shaffer version because as far as we know the Green Party never saw that version.

I will be supplying this to Don Wright as well.
Let me know if you have any questions. Thanks,

Page 02 to/à Page 04

Withheld pursuant to/removed as

s.12;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Friday, July 28, 2017 11:52 AM
To: Parkinson, Elizabeth PREM:EX
Subject: s.12,s.13,s.14
Attachments:

Can you print 3 copies of this as well please

Page 06 to/à Page 13

Withheld pursuant to/removed as

s.12;s.14;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Monday, July 31, 2017 2:12 PM
To: Haslam, David GCPE:EX
Cc: Winstanley, Lori PREM:EX; MacLaren, Les MEM:EX; Beaupre, Darren GCPE:EX
Subject: Re: Site C Review and Waneta

New orders. I will talk to Minister at 2.
s.12

Dave Nikolejsin
Deputy Minister
Energy, Mines and Petroleum Resources

On Jul 31, 2017, at 1:27 PM, Haslam, David GCPE:EX <David.Haslam@gov.bc.ca> wrote:

Just learned direction is to bundle Site C Review and Waneta into one event on Wed, Aug 2 in the afternoon following cabinet. Below is a proposed draft rollout and required communications materials. Comments welcome:

10 am – BC Hydro Waneta Dam News Release distributed by BC Hydro (timing tbd – discussions still underway)

2:30 pm – MMM media QA practice with Don Zadrevic and David Haslam

3 pm – Media technical briefing in the press theatre by ADM Les MacLaren (others may be called upon) on both projects supported by high level PPT outlines ToR (Media dial-in and MMM listens-in via conference phone)

3:30 pm – MMM comes down to theatre to provide comments and answer questions

4 pm – targeted media calls (tbd)

Communications materials

Waneta Dam

- NR/KMs/QA – drafts with MO

Site C Review

- NR/BG/KMs/QA – drafts underway
- PPT Slides features TOR – drafts underway
- Statement for MMM
- Media Advisory
- Media Plan
- Social Media Plan

David Haslam
Communications Director
Ministry Energy, Mines and Petroleum Resources
250-361-7989

Page 15 to/à Page 30

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s.12;s.14;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Monday, July 31, 2017 6:01 PM
To: Haslam, David GCPE:EX
Subject: FW: Speaking Notes BCUC Review of Site C V3 DM Approved
Attachments: Speaking Notes BCUC Review of Site C V3 DM Approved.docx

From: Nikolejsin, Dave MNGD:EX
Sent: July 31, 2017 4:10 PM
To: De Champlain, Rhonda MEM:EX <Rhonda.DeChamplain@gov.bc.ca>; Haslam, David GCPE:EX <David.Haslam@gov.bc.ca>
Cc: Winstanley, Lori PREM:EX <Lori.Winstanley@gov.bc.ca>; MacLaren, Les MEM:EX <Les.MacLaren@gov.bc.ca>; Cochrane, Marlene MEM:EX <Marlene.Cochrane@gov.bc.ca>
Subject: Speaking Notes BCUC Review of Site C V3 DM Approved

I have fixed these. These are now good to go for tomorrow.
Marlene, can you print me 3 copies?

Page 32 to/à Page 47

Withheld pursuant to/removed as

s.12;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Tuesday, August 1, 2017 7:15 AM
To: MacMillan, Elizabeth PREM:EX
Subject: Re: ? re cabinet

Thanks

Dave Nikolejsin
Deputy Minister
Energy, Mines and Petroleum Resources

On Aug 1, 2017, at 5:59 AM, MacMillan, Elizabeth PREM:EX <Elizabeth.MacMillan@gov.bc.ca> wrote:
s.12,s.13

From: Nikolejsin, Dave MNGD:EX
Sent: Monday, July 31, 2017 9:54 PM
To: MacMillan, Elizabeth PREM:EX
Subject: ? re cabinet
s.12,s.13

Rialp, Sheree MEM:EX

From: MacLaren, Les MEM:EX
Sent: Tuesday, August 1, 2017 12:44 PM
To: Nikolejsin, Dave MNGD:EX; Haslam, David GCPE:EX
Cc: Wieringa, Paul MEM:EX; Rowe, Katherine MEM:EX
Subject: FW: FINAL DRAFT News Release Site C Inquiry
Attachments: BCUC Site C Inquiry News Release - Final Draft v2 CLEAN.docx

Here is BCUC's draft news release. It looks OK to me s.12,s.13,s.14
s.12,s.13
s.14

Les

From: Morton, David BCUC:EX
Sent: Tuesday, August 1, 2017 12:12 PM
To: MacLaren, Les MEM:EX
Subject: FINAL DRAFT News Release Site C Inquiry

Hi Les,

Here is the penultimate version of our media release.

We are considering releasing this to Newswire at 4:30 tomorrow.

Dave

NEWS RELEASE – BCUC Initiates Site C Inquiry Following Government Direction

August x, 2017

Vancouver – The British Columbia Utilities Commission (BCUC) has initiated an inquiry into BC Hydro's Site C project, as directed by the Provincial Government in an Order-in-Council (OIC) on August 2, 2017.

The scope of the inquiry is set out in the government's terms of reference for the OIC, which is available online here: xxx. The BCUC has been directed to examine the impact on BC Hydro ratepayers associated with continuing, suspending or terminating the Site C project.

The inquiry will be handled in two phases. In the first phase, the BCUC will gather information and produce a preliminary report. Those parties that would like to submit evidence to be considered for inclusion in the preliminary report are invited to register and submit that evidence by no later than August 30, 2017.

The BCUC will issue its preliminary report, addressing the specific issues set forth in the terms of reference, by September 20, 2017, and a final report by November 1, 2017. We will invite comments on the preliminary report from all interested parties before issuing the final report. We will conduct open houses around the province to provide people with the opportunity to comment. Interested parties can also make submissions on the BCUC's website.

More details on the logistics of the inquiry and how you can participate can be found on our website here: xxx.

"We are committed to an open and transparent inquiry of the Site C project," says David Morton, Chair & CEO of the BCUC, "and I encourage British Columbians to participate."

BC Hydro received approval from the provincial government to begin construction on Site C, an \$8.8 billion project to construct a third dam and generating station on the Peace River in northeast BC, in December 2014. Site C is an exempt project under the Clean Energy Act, which means that the BCUC previously had no jurisdiction over the project. However, under section 5 of the Utilities Commission Act, the Lieutenant Governor in Council can set terms of reference and direct the BCUC to inquire into any matter.

The BCUC is a regulatory agency responsible for oversight of energy utilities and compulsory auto insurance in the province of British Columbia. It is the BCUC's role to balance the interests of customers with the interests of the businesses we regulate. The BCUC carries out fair and transparent reviews of matters within its jurisdiction and considers public input where public interest is impacted.

The BCUC operates under the authority of the Utilities Commission Act and takes direction from the Lieutenant Governor in Council.

CONTACT INFORMATION:

Erica Hamilton
Director, Communications

Phone: 604.660.4727

Email: erica.hamilton@bcuc.com

Website: <http://www.bcuc.com>

Rialp, Sheree MEM:EX

From: Haslam, David GCPE:EX
Sent: Tuesday, August 1, 2017 4:23 PM
To: Gibbs, Robb GCPE:EX; Lowe, Mike GCPE:EX; Zadravec, Don GCPE:EX
Cc: Winstanley, Lori PREM:EX; Beaupre, Darren GCPE:EX; Sherlock, Stephanie GCPE:EX; Ryckman, Scott GCPE:EX; Jabs, Ryan GCPE:EX; Grewar, Colin GCPE:EX; Byers, Lindsay GCPE:EX; Nikolejsin, Dave MNGD:EX; MacLaren, Les MEM:EX; Chant, Jon GCPE:EX
Subject: Site C BCUC Review Communications Materials
Attachments: Roll-Out_BCUC Review_Site C_DRAFT v3.docx; MMM Statement_BCUC Review_Site C_Aug01_324pm.docx; NR_BCUC Review_Site C_Aug1_248pm_JJ.DOCX; SMCP_Site C BCUC Review_Aug01_230pm.docx; Media Advisory (August 2 - Site C).docx; PPP_Corp_EMPR.PPTX

All – attached are the Site C BCUC Review communications materials for review. I’ve included MEMPR staff, GCPE HQ staff – including Scott Rykman and Jon Chant, MEMPR DM and ADM, and MEMPR GCPE staff so all in the loop. Attached includes:

Rollout – includes media outreach and KMs/QA
MMM Press Theatre statement
Media Advisory – 1:15 distribution
News Release – 2 pm distribution (approved by ADM and GCPE HQ)
Social Media Plan
PPT Slide for flat screen

Below is image of Press Theatre set up. Cheers - David:



**BCUC Review of Site C
Roll-out Plan
August 2, 2017**

Summary:

British Columbia announces review of Site C

- Media advisory issued to inform media about Minister's availability at 1:15 p.m.
- Provincial news release distributed at 2 p.m.

British Columbia speaks to Site C review

- Minister Mungall provides statement to press gallery/ADM on-hand for technical questions. Call-in (listen only) available for media.
- Minister one-on-one interviews with local media, northern B.C.

Roll-Out:

Time	Activities & Details
Mid-day	GCPE contacts local media, scheduling one-on-one interviews about the Site C review.
1:15 p.m.	Media Advisory distributed.
1:30 a.m.	Minister QA/prep session with Don Zdravec and David Haslam
2 p.m.	British Columbia announces review of Site C British Columbia distributes news release detailing the BCUC review for Site C.
2 p.m. – 2:30 p.m./2 p.m.	British Columbia speaks to Site C review Minister provides statement to the press gallery. Media dial-in available (listen only). ADM Les MacLaren on site for technical questions (not for attribution) Location: TNO Press Theatre
Post 2 a.m.	Social media channels engage re: Site C review
3 p.m. - 4 p.m.	Minister one-on-one interviews with local media – speaks to Site C review

*Media Contacts below are for one-on-one interviews. The Press Gallery will receive a media advisory about the Minister's availability. A media call-in (listen only) will be set up for the announcement.

Media List: Northern B.C./Site C Review

Contact	Phone	Email	Responsible Staff
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Matt Preprost, Alaska Highway News	250-785-5631	editor@ahnfsj.ca	GCPE
Chris Newton, Moose FM/ Energenticity.ca	250-787-7100	news@moosefm.ca	GCPE
Betsy Trumpener, CBC Radio (Prince George)	250-562-6701 ext. 223	betsy.trumpener@cbc.ca	GCPE
Bill Fee, CFNR Radio (Terrace)	250-638-8137	bfee@cfnrfm.ca	GCPE
Rob Brown, Dawson Creek Mirror	250-782-4888 ext. 112	editor@dcdn.ca	GCPE

Potential Validators:

Contact	Phone	Email	Responsible Staff
Harry Swain, Associate Fellow at the Centre for Global Studies		swain.h@telus.net	

Stakeholder List:

Contact	Phone	Email	Responsible Staff

Key Messages:

- Our government is delivering on our commitment to British Columbians by ordering an independent review of Site C to ensure we can keep hydro rates affordable.
- The previous government refused to allow our independent energy watchdog to examine the project to determine if it was in the public interest. That was wrong. We're sending this project to the BCUC to ensure we make the right decision for B.C. families.
- We are asking the BCUC to immediately assess the economic viability and consequences to British Columbians of the Site C project in the context of current supply and demand conditions prevailing in the B.C. market.
- We have established terms of reference for the review that meet our commitment to British Columbians.
- Rather than questioning whether or not the project should have been started, the review will be

focussed on looking forward.

- Specifically, BCUC has been asked to:
 - Confirm whether or not BC Hydro is on target to complete Site C on time and on budget, and,
 - Provide advice on implications for ratepayers associated with:
 - Proceeding with the project,
 - Suspending the project, while maintaining the option to resume construction until 2024, and
 - Terminating the project, remediating the site and proceeding with other resource portfolios that provide the same level of benefits at the same or lower costs as Site C.
- The terms of reference require the BCUC to consult with interested parties such as major industrial power consumers, ratepayers associations, Peace River communities, independent power producers, Indigenous Nations and the public.
- For the purposes of the review and obtaining stakeholder input, the BCUC may seek and employ expert advice on various subjects.
- The review will begin on August 9th, 2017.
- The BCUC will deliver a preliminary report within six weeks (by September 20th) and a final report within 12 weeks (by November 1st).
- Once we have the final report Government will consider the advice from the BCUC, along with other environmental and First Nations considerations, and make a final decision on the future of Site C.

Questions and Answers:

Site C was reviewed extensively prior to the decision to proceed with the project and has withstood all legal challenges to date. Why are you sending it to the BCUC for further review now that the project is more than two years and \$4 billion into construction?

- Construction on the \$8.8-billion Site C project was started by the previous government in July 2015 without the independent regulatory oversight of the BCUC.
- That was wrong, however, instead of questioning whether or not the project should have been started, we must now look forward. We're sending this project to the BCUC to ensure we make the right decision for B.C. families.
- The review will seek the BCUC's advice on financial implications for ratepayers of continuing, suspending or terminating the project, rather than an examination or re-consideration of the December 2014 decision by the Province, or previous decisions made by the Federal and Provincial Governments on environmental certification, by statutory decision makers or the Courts.
- The terms of reference meet our commitment to British Columbians to refer the project to the BCUC for an independent assessment, and will result in critical advice on ratepayer impacts that will need to inform any decisions we may make down the road on the future of Site C.

How will the BCUC review impact BC Hydro's plans to remove property owners from their homes and procure contracts for the Highway 29 Bear Flats to Cache Creek re-alignment?

- BC Hydro has been in contact with property owners to advise that no action will be taken to remove them from their homes prior to the conclusion of this review.
- The Ministry of Transportation and Infrastructure has announced that it is pursuing an alternate option for the planned road and bridge construction on Highway 29 at Cache Creek. The current

Highway 29 Bear Flats to Cache Creek contracts will be deferred, and a temporary detour bridge and alignment will be built at a higher elevation to mitigate the impact of flooding affecting the operation of the highway during the construction period for Site C.

- The cost of a temporary detour bridge and alignment is estimated at approximately \$15 million.

BC Hydro claimed a delay in the highway would cost \$630 million. You're saying you can do it for \$15 million. Can you explain the big difference?

- The higher figure was based on a delay in highway construction resulting in not being able to divert the river around the main dam side in the fall of 2019. The result in that case would be a one year delay in the project which would increase interest, inflation and contractor costs. The contingency plan that the Ministry of Transportation and Infrastructure has come up with will deal with any initial flooding in the winter/spring of 2020.

What other Site C contract procurements will be deferred during the review?

- Two major pending procurements include Generation Station and Spillways, and Hydro-Mechanical Equipment Supply, which are not expected to be completed during the review period.

What do you say to the 2,500 workers whose jobs are now uncertain as you send the Site C project for review?

- We recognize our decision to send the project to the BCUC is unsettling for workers and families.
- Construction on the project will continue as the review proceeds, and we are committed to completing the review and making our final decision on Site C as soon as possible.
- Construction on the \$8.8-billion Site C project was started by the previous government in July 2015 without the independent regulatory oversight of the BCUC.
- That was wrong, however, instead of questioning whether or not the project should have been started, we must now look forward. We're sending this project to the BCUC to ensure we make the right decision for B.C. families.
- We have been calling for a BCUC review of Site C for many years, both before and since the project began construction, and we committed to a review if elected. In the last election a majority of British Columbians voted for a party that supported either sending the project to the BCUC for review or cancelling it outright.

If BCUC recommends cancelling Site C – what will you say to the more than 2,000 workers and their families?

- We will consider the findings of the BCUC, and the impacts on workers, First Nations, the environment, and other factors in making a decision about Site C. We will not pre-judge that decision.

Yesterday, you approved Waneta Dam, which happens to be in your own backyard in the Kootenays. Why are you treating the northeast differently?

- The Waneta Dam is a very different transaction. It is a purchase that comes with a customer – the Trail Smelter – that will lease all of the power, so the supply and demand balance we are worried about at Site C will not be affected. The value of the Waneta transaction is linked to the lease payments.
- The Waneta transaction will also be subject to approval by the BCUC to ensure that it is in ratepayers' interest.

What are you asking the BCUC to do in this review?

- Specifically, through the review's terms of reference, the BCUC has been asked to:
- Confirm whether or not BC Hydro is on target to complete Site C on budget and by 2024, and;
 - Provide advice on implications for ratepayers associated with:
 - Proceeding with the project;
 - Suspending the project, while maintaining the option to resume construction until 2024; and
 - Terminating the project, remediating the site and proceeding with other resource portfolios that provide the same level of benefits at the same or lower cost as Site C.
- The full terms of reference are available at the BCUC website.

Will your decision on the future of the project rest solely on economic considerations based on the advice you receive from the BCUC?

- Any future decision on Site C must not be made on economic considerations alone. We must also take environmental and social considerations, and impacts to Indigenous Nations into account.
- Extensive public discussion on these points has already occurred, including through the federal-provincial environmental assessment conducted by the Joint Review Panel.
- The environmental, social and Indigenous Nations implications of Site C are well documented, and will be brought forward to Government when the decision on the future of Site C is to be made.
- The BCUC review will add the advice on ratepayer implications that we need to ensure our decision-making process is complete and comprehensive.

Will the public and Indigenous Nations and other stakeholders be given a chance to participate in the BCUC review process?

- Yes. The terms of reference require the BCUC to consult with interested parties, and empower the BCUC to structure the review in any way they see fit.
- We anticipate that the BCUC will engage the public, stakeholder groups and First Nations in its review.

What is the process for the review?

- The BCUC will determine its process for the review to meet the terms of reference. I understand that they will be rolling out their process shortly.

You're giving the BCUC just twelve weeks to deliver a final report. How can the Commission produce a report of any value in such a short time?

- We recognize that the timelines are tight, but it is the best interests of British Columbians and BC Hydro that Government provide a clear decision on the future of the project as soon as possible.
- To accommodate the timelines the terms of reference for the review require the BCUC to use information that is already publicly available and filed with the BCUC.
- For example, the BCUC must use BC Hydro forecasts that were filed with the Commission in July 2016 as part of BC Hydro's Revenue Requirements Application. To capture any changes that may have occurred since July 2016, the BCUC will also require BC Hydro to report relevant updates, which is expected to occur within the first four weeks of the review.

Can the BCUC contract some of the work out to other experts or companies in order to complete the review in time?

- Under the terms of reference for the review the BCUC can use external resources to assist in the review. We anticipate that they will do that.

Will the BCUC be engaging temporary commissioners in order to complete the review in time?

- No. The review will be led by the chair of the BCUC and current commissioners, all of whom have experience reviewing large utility projects. This will confirm the independent nature, and integrity of both the BCUC and the review.

Once Government has received the BCUC's final Report on November 1, 2017, how long before you'll deliver your decision on the future of Site C?

- Once we have the final report Government will consider the advice from the BCUC, along with other environmental and First Nations considerations, and make a final decision on the future of Site C.
- We recognize that it is the best interests of British Columbians and BC Hydro to provide a clear decision on the future of the project as soon as possible.

Social Media Communications Plan

Objective

- Inform British Columbians of our commitment to have an independent review of the Site C project by the BCUC.

Background

- Minister's mandate letter - Immediately refer the Site C dam construction project to the B.C. Utilities Commission on the question of economic viability and consequences to British Columbians in the context of the current supply and demand conditions prevailing in the B.C. market.

Goals

- Keep British Columbians informed on the process as well as our commitment.

Target Audiences

- Groups opposed to Site C
- BC Hydro
- BC Utilities Commission
- British Columbians

Social Media Key Messages

Twitter

- We are sending #SiteC to the #BCUtilitiesCommission like it requires, <link> @bchydro #BetterBC #BC
- #SiteCproject does #BC need it? Let's find out, <link> @bchydro @sitecproject @BCUtilitiesCom #BetterBC #BC
- Our government is committed to a #BetterBC. It starts with a review of the #SiteCproject, <link> @bchydro #BC

Facebook

Our government is committed to a Better BC, this starts with an independent review of the Site C project. It's time to take environmental and social considerations, and impacts to Indigenous Nations into account rather than economic considerations alone.



Picture taken from BC Hydro website.

Tools & Tactics

- Twitter & Facebook posts

Tasks & Responsibilities

- Social Media Team @ HQ

BCUC REVIEW OF SITE C – STATEMENT LINES

Topic: Government is sending the Site C project to the BCUC for review.

- Our government is delivering on our commitment to British Columbians by ordering an independent review of Site C to ensure we can keep hydro rates affordable.
- The previous government refused to allow our independent energy watchdog – the B.C. Utilities Commission – to examine the project to determine if it was in the public interest. That was wrong.
- We're sending this project to the BCUC to ensure we make the right decision for B.C. families.
- We are asking the BCUC to immediately assess the economic viability and consequences to British Columbians of the Site C project in the context of current supply and demand conditions prevailing in the B.C. market.
- We have established terms of reference for the review that meet our commitment to British Columbians.
- Rather than questioning whether or not the project should have been started, the review will be focussed on looking forward.

- Specifically, BCUC has been asked to:
 - Confirm whether or not BC Hydro is on target to complete Site C on budget and by 2024, and,
 - Provide advice on implications for ratepayers associated with:
 - Proceeding with the project,
 - Suspending the project, while maintaining the option to resume construction until 2024, and
 - Terminating the project, remediating the site and proceeding with other resource portfolios that provide the same level of benefits at the same or lower costs as Site C.
- The terms of reference require the BCUC to consult with interested parties such as major industrial power consumers, ratepayers associations, Peace River communities, independent power producers, Indigenous Nations and the public.
- For the purposes of the review and obtaining stakeholder input, the BCUC may seek and employ expert advice on various subjects.
- The review will begin on August 9th, 2017.

- The BCUC will deliver a preliminary report within six weeks (by September 20th) and a final report within 12 weeks (by November 1st).
- Once we have the final report Government will consider the advice from the BCUC, along with other environmental and First Nations considerations, and make a final decision on the future of Site C.
- Les MacLaren, assistant-deputy-minister in the Ministry of Energy, Mines and Petroleum Resources is with me here today and together we'd be happy to answer any of your questions.

END

August 2, 2017

MEDIA ADVISORY – Ministry of Energy, Mines and Petroleum Resources

VICTORIA – Media are invited to join Minister of Energy, Mines and Petroleum Resources Michelle Mungall to announce an update on the provinces commitment to have the Site C project reviewed by the British Columbia Utilities Commission (BCUC).

Event Date: Wednesday, Aug. 2, 2017

Time: 2:00 p.m.

Location:

Press Theatre
B.C. Legislature

Media can also call in (listen only) to hear the announcement.

Dial-in information:

From Vancouver: 604-681-0260

From elsewhere in Canada and the USA: 1-877-353-9184

Passcode: 5.15

Contact:

Lindsay Byers
Media Relations
Ministry of Energy, Mines and Petroleum Resources
250-952-0617

NEWS RELEASE

For Immediate Release
[release number]
Aug. 2, 2017

Ministry of Energy, Mines and Petroleum
Resources

Province sends Site C project to BCUC for review

VICTORIA – The provincial government has asked the British Columbia Utilities Commission (BCUC) to begin reviewing the Site C project.

“Our government is delivering on our commitment to British Columbians by ordering an independent review of Site C to ensure we can keep hydro rates affordable,” said Energy, Mines and Petroleum Resources Minister Michelle Mungall.

“The previous government refused to allow our independent energy watchdog to examine the project to determine if it was in the public interest. That was wrong. We’re sending this project to the BCUC to ensure we make the right decision for B.C. families.”

Construction on the \$8.8-billion Site C project was started by the previous government in July 2015 without the independent regulatory oversight of the BCUC.

Specifically, through the review’s terms of reference, the BCUC has been asked to:

- confirm whether or not BC Hydro is on target to complete Site C on budget and by 2024, and;
- provide advice on implications for ratepayers associated with:
 - proceeding with the project;
 - suspending the project, while maintaining the option to resume construction until 2024; and
 - terminating the project, remediating the site and proceeding with other resource portfolios that provide the same level of benefits at the same or lower cost as Site C.

The BCUC will be guided by the understanding that the review is not a reconsideration of decisions made during the environmental assessment process, by statutory decision makers, or in the courts.

The terms of reference require the BCUC to consult with interested parties. Additionally, for the purpose of this review and obtaining stakeholder input, the BCUC may seek and employ expert advice on various subjects and employ any or all of the powers provided to it under the Utilities Commission Act.

The review will begin on Aug. 9, 2017. The terms of reference specify a preliminary report from the BCUC within six weeks (by Sept. 20, 2017), and a final report within 12 weeks (by Nov. 1, 2017).

The BCUC is a regulatory agency responsible for oversight of energy utilities and compulsory auto insurance in the province of British Columbia. It is the BCUC's role to balance the interests of customers with the interests of the businesses it regulates. The BCUC carries out fair and transparent reviews of matters within its jurisdiction and considers public input where public interest is impacted. The BCUC operates under the Utilities Commission Act.

Learn More:

The order and terms of reference for the British Columbia Utilities Commission Inquiry Respecting Site C: XXXXXXXX

Contact:

Lindsay Byers

Media Relations

Ministry Energy, Mines and Petroleum Resources

250 952-0617



SITE C BCUC REVIEW

AUGUST 1, 2107

Page 69 to/à Page 73

Withheld pursuant to/removed as

s.12;s.14;s.13

Rialp, Sheree MEM:EX

From: Nikolejsin, Dave MNGD:EX
Sent: Tuesday, August 1, 2017 10:39 PM
To: Haslam, David GCPE:EX; Gibbs, Robb GCPE:EX; Lowe, Mike GCPE:EX; Zadravec, Don GCPE:EX
Cc: Winstanley, Lori PREM:EX; Beaupre, Darren GCPE:EX; Sherlock, Stephanie GCPE:EX; Ryckman, Scott GCPE:EX; Jabs, Ryan GCPE:EX; Grewar, Colin GCPE:EX; Byers, Lindsay GCPE:EX; MacLaren, Les MEM:EX; Chant, Jon GCPE:EX
Subject: RE: Site C BCUC Review Communications Materials

A couple other questions we should consider:

- Will the interim report be made public? (I assume yes how else will interested parties give feedback on it)
- Will the final report be made public at the time it is delivered to gov? (not sure what Cabinet decided. Option1 is yes as we are very transparent, option 2 is yes, but not till after we make our decision)
- How long will it take government to decide the fate of Site C after the report is delivered on Nov 1?
- Will BCUC also be looking at the use of hydro's deferral accounts. Does that issue affect this decision?
- What are you assuming for LNG projects in the load forecast that BCUC will be using?
- Were FN's consulted before you finalized the TOR?
- I thought the big issue with Site C was the flooding of the peace valley, why isn't that being considered?
- When you say the BCUC will examine "proceeding with other resource portfolios that provide the same level of benefits at the same or lower costs as Site C" Does that mean that alternative portfolio must also provide 5100 gigawatt hrs/yr of firm, dispatchable energy? Starting at the same time period?

That's enough for now.

From: Haslam, David GCPE:EX
Sent: August 1, 2017 4:23 PM
To: Gibbs, Robb GCPE:EX <Robb.Gibbs@gov.bc.ca>; Lowe, Mike GCPE:EX <Mike.Lowe@gov.bc.ca>; Zadravec, Don GCPE:EX <Don.Zadravec@gov.bc.ca>
Cc: Winstanley, Lori PREM:EX <Lori.Winstanley@gov.bc.ca>; Beaupre, Darren GCPE:EX <Darren.Beaupre@gov.bc.ca>; Sherlock, Stephanie GCPE:EX <Stephanie.Sherlock@gov.bc.ca>; Ryckman, Scott GCPE:EX <Scott.Ryckman@gov.bc.ca>; Jabs, Ryan GCPE:EX <Ryan.Jabs@gov.bc.ca>; Grewar, Colin GCPE:EX <Colin.Grewar@gov.bc.ca>; Byers, Lindsay GCPE:EX <Lindsay.Byers@gov.bc.ca>; Nikolejsin, Dave MNGD:EX <Dave.Nikolejsin@gov.bc.ca>; MacLaren, Les MEM:EX <Les.MacLaren@gov.bc.ca>; Chant, Jon GCPE:EX <Jon.Chant@gov.bc.ca>
Subject: Site C BCUC Review Communications Materials

All – attached are the Site C BCUC Review communications materials for review. I've included MEMPR staff, GCPE HQ staff – including Scott Rykman and Jon Chant, MEMPR DM and ADM, and MEMPR GCPE staff so all in the loop. Attached includes:

Rollout – includes media outreach and KMs/QA
MMM Press Theatre statement
Media Advisory – 1:15 distribution
News Release – 2 pm distribution (approved by ADM and GCPE HQ)
Social Media Plan
PPT Slide for flat screen

Below is image of Press Theatre set up. Cheers - David:



De Champlain, Rhonda MEM:EX

From: Plant, Byron JAG:EX
Sent: Wednesday, August 2, 2017 2:00 PM
To: De Champlain, Rhonda MEM:EX; Keyes, Donna PSSG:EX
Subject: OIC 244-2017
Attachments: 244-2017.pdf

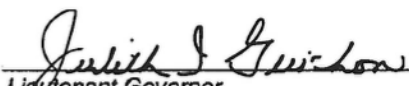
Good afternoon,

Please see attached,

Byron Plant | Manager | Order in Council Administration Office
Office of Legislative Counsel | Legal Services Branch
Phone: 250 387-0725 | Fax: 250-387-4349 | byron.plant@gov.bc.ca


PROVINCE OF BRITISH COLUMBIA
ORDER OF THE LIEUTENANT GOVERNOR IN COUNCIL

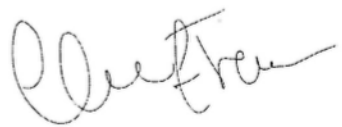
Order in Council No. 244 , Approved and Ordered August 02, 2017


Lieutenant Governor

Executive Council Chambers, Victoria

On the recommendation of the undersigned, the Lieutenant Governor, by and with the advice and consent of the Executive Council, orders that the attached order, British Columbia Utilities Commission Inquiry Respecting Site C, is made.


Attorney General


Presiding Member of the Executive Council

(This part is for administrative purposes only and is not part of the Order.)

Authority under which Order is made:

Act and section: Utilities Commission Act, R.S.B.C. 1996, c. 473, s. 5

Other: _____

BRITISH COLUMBIA UTILITIES COMMISSION INQUIRY RESPECTING SITE C

Definitions

1 In this order:

"Act" means the *Utilities Commission Act*;

"Site C project" means the authority's project to construct a third dam and hydroelectric generating station, including related transmission facilities, on the Peace River to add 1 100 megawatts of firm capacity and 5 100 gigawatt hours of annual energy to the authority's system.

Referral to commission

2 By this order, the Lieutenant Governor in Council, under section 5 (1) of the Act, requests that the commission advise the Lieutenant Governor in Council respecting the Site C project in accordance with the terms of reference set out in section 3 of this order.

Terms of reference

3 The terms of reference in accordance with which the commission must inquire into the matter referred to it by section 2 are as follows:

(a) the commission must advise on the implications of

(i) completing the Site C project by 2024, as currently planned,

(ii) suspending the Site C project, while maintaining the option to resume construction until 2024, and

(iii) terminating construction and remediating the site;

(b) more specifically, the commission must provide responses to the following questions:

(i) After the commission has made an assessment of the authority's expenditures on the Site C project to date, is the commission of the view that the authority is, respecting the project, currently on time and within the proposed budget of \$8.335 billion (which excludes the \$440 million project reserve established and held by the province)?

(ii) What are the costs to ratepayers of suspending the Site C project, while maintaining the option to resume construction until 2024, and what are the potential mechanisms to recover those costs?

(iii) What are the costs to ratepayers of terminating the Site C project, and what are the potential mechanisms to recover those costs?

(iv) Given the energy objectives set out in the *Clean Energy Act*, what, if any, other portfolio of commercially feasible generating projects and demand-side management initiatives could provide similar benefits (including firming; shaping; storage; grid reliability; and maintenance or reduction of 2016/17 greenhouse gas emission

levels) to ratepayers at similar or lower unit energy cost as the Site C project?

- (c) in making applicable determinations respecting the matters referred to in paragraphs (a) and (b), the commission must use the forecast of peak capacity demand and energy demand submitted in July 2016 as part of the authority's Revenue Requirements Application, and must require the authority to report on
 - (i) developments since that forecast was prepared that will impact demand in the short, medium and longer terms, and
 - (ii) other factors that could reasonably be expected to influence demand from the expected case toward the high load or the low load case;
- (d) the commission must consult interested parties respecting the matters referred to in paragraphs (a) and (b);
- (e) in carrying out its inquiry, the commission must be guided by the understanding that the inquiry is not a reconsideration of decisions made in the environmental assessment process or by statutory decision makers or the courts;
- (f) the commission may obtain expert advice on any subject related to the inquiry and may exercise any of its powers under the Act in order to carry out the inquiry in accordance with these terms of reference;
- (g) the commission must submit to the minister charged with the administration of the *Hydro and Power Authority Act*
 - (i) a preliminary report outlining progress to date and preliminary findings by September 20, 2017, and
 - (ii) a final report, including the results of the commission's consultations, by November 1, 2017.