

**STATEMENT OF WORK
STRATEGIC ADVISOR SERVICES AGREEMENT**

Contractor	Bert Phipps Consulting Ltd.
Supplier#	s.22
Contract ID#	C21CFFS41874
Master RFP Reference#	RFP#SA-MF5
Statement of Work Ref#	2021 – FIN (PSEC Strat Planning)

WHEREAS:

- A. The parties entered into a Strategic Advisor Services Agreement dated April 25, 2021 (the “Umbrella Agreement” or “Agreement”), that contemplates the Province retaining the Contractor to provide specified Services in accordance with certain terms and conditions, set out in a Statement of Work, once it has been agreed upon and executed by both parties.
- B. The Umbrella Agreement requires that the Contractor deliver to the Province Lead fully completed and signed copies of:
1. the “Contractor’s Undertaking of Confidentiality” that covers the Contractor and each of its employees that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 4 of this Statement of Work;
 2. a “Subcontractor’s Undertaking of Confidentiality” that covers each Subcontractor and its employee(s) that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 5 of this Statement of Work;
 3. the “Contractor’s Conflict of Interest Disclosure” that covers the Contractor and each of its employees that will be involved in providing the Services for or on behalf of the Contractor, attached as Appendix 6 of this Statement of Work; and
 4. a “Subcontractor’s 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, attached as Appendix 7 of this Statement of Work.
- C. The parties wish to enter into this Statement of Work as contemplated in the Umbrella Agreement.

NOW THEREFORE in consideration of these premises and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party), the parties agree as follows.

Interpretation:

- 1.1** All capitalized words or phrases in this Statement of Work have the same meaning as in the Umbrella Agreement.
- 1.2** This Statement of Work forms part of and is subject to all of the terms and conditions of the Umbrella Agreement.
- 1.3** In the event of any conflict between this Statement of Work and the Umbrella Agreement, the Umbrella Agreement will prevail over any conflicting provision in this Statement of Work, unless that conflicting provision expressly states otherwise.
- 1.4** If the Contractor submitted an SoW Proposal further to Part 2 of Schedule A of the Umbrella Agreement, that SoW Proposal may be attached as Appendix 2 to this Statement of Work. If so attached, the SoW Proposal will form part of this Statement of Work. In the event of a conflict between this Statement of Work (including any other Appendices) and the SoW Proposal, this Statement of Work prevails.
- 1.5** If the Province attaches a ministry SoW Terms of Reference to this Statement of Work as Appendix 3, that SoW Terms of Reference will form part of this Statement of Work. In the event of a conflict between this Statement of Work (including any other Appendices) and the SoW Terms of Reference, this Statement of Work prevails.

Term:

- 2.** The Term of this Statement of Work commences on August 1, 2021 and ends on April 15, 2023, unless earlier terminated in accordance with the provisions of the Umbrella Agreement.

Services:

- 3.** The Contractor will provide the Services described in this Statement of Work and, at all times, in compliance with the Umbrella Agreement.

The Ministry of Finance ("the Ministry") plays a key role in establishing, implementing, reviewing and overseeing government's economic, fiscal, and financial management policies, decisions, and initiatives, as well as a number of financial and corporate regulatory functions. The Ministry draws on both internal and external resources to plan and carry out its mandate.

The Public Sector Employers' Council Secretariat (PSEC Secretariat) carries out the mandate of the Public Sector Employers' Council, which is responsible for strategic coordination of labour relations, total compensation planning and human resource management for the broader public sector. It also represents the B.C. government in its role as a partner in public sector pension plans and as a steward to the Canada Pension Plan administered under the Federal Government.

The PSEC Secretariat's responsibilities in labour relations activities include administering and managing the development and implementation of strategic labour relations policies and practices in the B.C. public sector. This involves directing employers to create compensation plans for both excluded and executive employees (which may include salary, holdback, benefits, perquisites and pension). PSEC Secretariat also facilitates the mandate and represents employers in non-union compensation.

The PSEC Secretariat works with employers' associations in bargaining and compensation matters. The employers' associations are generally the accredited bargaining agents for public sector employers in B.C. and also foster consultation between the employees and the employees' representatives in each sector. They assist PSEC Secretariat in carrying out any objectives and strategic direction from the government.

The PSEC Secretariat requires expert strategic employee relations advice for the PSEC Secretariat and employers' associations in relation to public sector bargaining under the Province's 2022 compensation mandate. The Contractor (and subcontractor) will:

- A. Provide such services as directed by the President and CEO of PSEC Secretariat (Ministry Lead), or such other person as the Ministry Lead may designate.
- B. Provide ongoing engagement progress reports to the Ministry Lead;
- C. As directed by the Ministry Lead, provide briefings and/or presentations on the results of the Services; and
- D. Other Services directly related to this Statement of Work as may be mutually agreed to by the Contractor and the Province Lead.

Further details are provided in Appendix 3.

Deliverables:

- 4. Before the expiry or earlier termination of this Statement of Work, the Contractor will prepare and deliver to the Province Lead the following Deliverables by the dates specified, unless otherwise approved by the Province Lead:

Table 1

Deliverable*	Milestone Date
1. Strategic review, research and advice as and when requested by the Ministry Lead	As required
2. Provide ongoing engagement progress reports	As requested
3. Provide other related Services as may be mutually agreed	TBD

* Before or in parallel with commencing the Services, if directed to do so, the Contractor must prepare for the approval of the Ministry Lead a "Project Implementation Plan" that includes but may not be limited to: a project communications approach; a Project Charter; a work plan with timelines and milestones; and a project risk management plan.

5. The form, content and timing of the Deliverables will be mutually agreed to between the Contractor and the Province Lead.

Key Personnel and Province Lead:

6. The Advisor for this Statement of Work is **Bert Phipps**. The Advisor and the Advisor's Subcontractor will report to the Ministry Lead, or such other person or committee that the Ministry Lead may designate in writing and will represent the Contractor in all matters pertaining to this Statement of Work. The Contractor will not change the Advisor without the Province's prior written consent, except as permitted under the Umbrella Agreement, Schedule A, Part 4, section 3.
7. In relation to this Statement of Work the Key Personnel for the Contractor are as listed in Table 2, below. The Contractor may request changes to the Key Personnel and, if agreeable to the Province, the parties will execute an amended Statement of Work detailing such changes. In the event of an approved change to the Key Personnel, the provisions of the Umbrella Agreement, Schedule A, Part 4, section 6 apply.
8. The Ministry Lead for this Statement of Work is below.

Province Lead:

Name:	John Davison	Title:	President and CEO PSEC
E-mail:	John.Davison@gov.bc.ca	Tel:	778 698-7877

In addition to the Ministry Lead, the Ministry of Finance's representative for all matters regarding the Umbrella Agreement is below.

Ministry of Finance Representative:

Master RFP Ref:	RFP #SA – MF5		
Name:	Doug Foster	Title:	ADM, Deputy Minister's Office, Ministry of Finance
E-mail:	Doug.Foster@gov.bc.ca	Tel:	(250) 387-9022

Accountability, Reporting and Materials:

9. The Contractor will rely on information provided to it by the Province or other parties authorized to provide such information and will make all reasonable efforts to independently verify the accuracy and completeness of that information within the time and provisions of any approved Project Implementation Plans prepared as part of this Statement of Work.

10. On an ongoing basis, the Ministry Lead, Contractor and Contractor's Subcontractor will mutually review the Services, Project Implementation Plan and project timelines to confirm the appropriateness of, or amend the identified Services, Project Implementation Plan, project budget and timelines in this Statement of Work.
11. Without limiting the generality of sections 2.5 [Standards in relation to persons performing Services] and 13.4 [Subcontracting] of the Umbrella Agreement, the Contractor is responsible for the work of the Key Personnel in providing the Services under this Statement of Work.
12. In addition to the provisions of Part 5 of the Umbrella Agreement [Privacy, Security and Confidentiality], the Contractor will ensure that if Key Personnel are located outside of Canada, to the extent practically and commercially possible, any Received Material under this Statement of Work is secured and will remain in Canada.
13. In addition to sections 5.3 [Confidentiality] and 6.1 [Access to Material] of the Umbrella Agreement, if the Contractor be required to comply with a professional standard that requires the retention of and access to records owned by the Province under this Statement of Work by person(s) other than those that are covered by and subject to an "Undertaking of Confidentiality" and a "Conflict of Interest Disclosure" as described in the Recitals to this Statement of Work, the Contractor will provide to the Province Lead a list of such records and an additional "Undertaking of Confidentiality" and "Conflict of Interest Disclosure" for each such person.
14. In this Statement of Work, "Incorporated Material" means any material in existence prior to the start of the Term of this Statement of Work or developed independently of this Statement of Work, and that is incorporated or embedded in the Produced Material by the Contractor or a Subcontractor.
15. The Contractor acknowledges that under the terms of the Umbrella Agreement, the Province exclusively owns all intellectual property rights, including copyright, in the Received Material that the Contractor receives from the Province and any Produced Material, other than Incorporated Material. For greater certainty and without limiting section 1.2 of this Statement of Work, the Contractor acknowledges that section 6.4 of the Umbrella Agreement [Rights in relation to Incorporated Material] applies to this Statement of Work.

Fees and Expenses:

16. Despite any other provisions of this Statement of Work, \$250,000 (CDN) is the *maximum amount* that the Province is obligated to pay to the Contractor for fees and expenses under this Statement of Work (exclusive of any applicable taxes described in section 3.1(c) of the Umbrella Agreement) without prior written approval from the Ministry Lead. This maximum amount includes fees and expenses including travel.
Further information is provided in Appendix 2.
17. The hourly rates and applicable travel group rates for each of the Key Personnel are as specified below. Unless otherwise approved by the Province Lead, the hourly rates and travel group rates must not exceed those provided under Table 2.

Table 2

Key Personnel of the Contractor	Hourly rate (\$CDN)*	Travel Group Rate
Advisor:		
Bert Phipps	s.17; s.21	Group 2
Contractor's Employee(s) as Key Personnel: (list each)		
N/A		
Approved Subcontractor(s) as Key Personnel: (list each)		
Paul Faoro, Principal, PWF Consulting	s.17; s.21	Group 2

*Hourly rates for Approved Subcontractors must not exceed the hourly rate for the Advisor unless approved by the Ministry. In assessing a request for such approval, the Province Lead will consider (1) whether the majority of the Services are provided by the Contractor (Advisor and Contractor's employees), (2) if the use of Approved Subcontractors is for a short-term period only, and (3) if the overall costs to the Province are lower than other Statement of Work Proposals received by the Province.

18. If there are any approved changes to the Key Personnel in relation to this Schedule of Work (as approved by the Province Lead pursuant to section 7 of this Statement of Work), the Province Lead must approve the hourly rates for each additional Key Personnel in advance of such Key Personnel commencing Services, provided however that the Province Lead will not approve an hourly rate for an added Key Personnel that exceeds the hourly rates approved for Key Personnel providing comparable services.
19. Despite section 3 of Schedule B of the Umbrella Agreement, for this Statement of Work, all expenses, whether or not involving travel, require the prior written approval from the Province Lead, or such other person as the Ministry Lead may designate, and must be in accordance with the Province's applicable policies at the time.
20. The travel group rates I and II are specified in Appendix 1 to this Statement of Work. Under no circumstances will travel be approved above the travel group I and/or II rates as applicable for the specific Key Personnel.

Statements of Account:

21. In order to obtain payment of any fees and expenses under this Statement of Work for billing periods detailed below (each a "Billing Period"), the Contractor must deliver to the Province Lead on a date after the Billing Period (each a "Billing Date") a written statement of account in a form satisfactory to the Province Lead containing:
 - (a) The following coding
Client: 068 RC: 32801 SL: 34605 STOB: 6001 (Fees); 6002 (Expenses) Project: 3200000;
 - (b) the Contractor's legal name and address;
 - (c) the date of the statement, and the Billing Period to which the statement pertains;
 - (d) the Contractor's calculation of all fees claimed for that Billing Period, including a declaration by the Contractor of all hours worked on each day during the Billing Period for which the Contractor claims fees and a description of the applicable fee rates;

- (e) 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;
- (f) the Contractor's calculation of any applicable taxes payable by the Province in relation to the Services for the Billing Period;
- (g) a description of this Agreement and the applicable Statement of Work;
- (h) a statement number for identification; and
- (i) any other billing information reasonably requested by the Province.

Execution and Delivery of Statement of Work:

22. This Statement of Work may be entered into by a separate copy of this Statement of Work 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 [Delivery of Notices] of the Umbrella Agreement or any other method agreed to by the parties.

The parties have executed this Statement of Work as follows:

<p>SIGNED on the <u> 1st </u> day of <u> August </u>, 2021_ by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):</p> <p> _____ Signature(s)</p> <p>Bert Phipps _____ Print Name(s)</p> <p><u>Bert Phipps Consulting Ltd.</u> _____ Print Title(s)</p>	<p>SIGNED on the <u> 1st </u> day of <u> August </u>, 2021_ on behalf of the Province by its duly authorized representative:</p> <p> _____ Signature</p> <p>John Davison _____ Print Name</p> <p>President and CEO, PSEC _____ Print Title</p>
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APPENDIX 1 – TRAVEL GROUP RATES

1. See <https://www2.gov.bc.ca/assets/download/F50CF1DF70284E05807461CC41C2FE75> or such other updates that the Province Lead may provide from time to time in accordance with the Province's policies.
2. For greater certainty, only sections 1, 2, 6 and 7 of the above link are applicable to this Statement of Work.
3. Sections 19 and 20 of this Statement of Work continue to apply despite this link being provided.
4. The Contractor is reminded that the provisions of section 3 of Schedule B of the Umbrella Agreement apply to this Statement of Work in relation to expenses.

APPENDIX 2 – STATEMENT OF WORK PROPOSAL

Bert Phipps Consulting

July 5, 2021

John Davison
President & CEO
Public Sector Employers' Council Secretariat

Dear John,

Here are the details that we believe Doug Foster's Office will require in order to enter into a Statement of Work under Corporate Supply Agreement – Strategic Advisor Services RFP#SA-MF5.

Schedule A – Services

- **Term:** August 1, 2021 – April 15, 2023
- **Services:** To provide strategic employee relations advice to the PSEC Secretariat and employers associations in relation to public sector bargaining under the 2022 mandate.
- **Advisor and Key Personnel:** Albert (Bert) Phipps, Bert Phipps Consulting Ltd.

Schedule B – Fees and Expenses

- Aggregate is \$250,000
 - s.17; s.21 per hour, with a minimum of 4 hours per month
 - Above rates are exclusive of goods and services tax ("GST")
 - Travel – prior approval will be authorized by PSEC Secretariat at the ADM or Associate DM level
 - Travel expenses at Group 2 rate

Schedule C – Approved Subcontractor

- Paul ~~Eapen~~, Principal, PWF Consulting and former President, CUPE British Columbia

bphippconsulting@gmail.com | 250-896-3743

- Requests for strategic advice will be initiated by the ADM or President & CEO of PSEC Secretariat

Schedule D – Insurance

- Commercial General Liability and Professional Errors and Omissions Liability provided by Bert Phipps Consulting Ltd. as per Ministry Contract No. C21CFFS41874

Schedule E – Privacy Protection Schedule

Schedule F – Additional Terms

- The following documentation will be completed by the contractor and sub-contractor in the final Statement of Work
 - Undertaking of Confidentiality
 - Conflict of Interest Disclosure

Schedule G – Security Schedule

Schedule H – Tax Verification Schedule

- Provincial Tax Verification completed for Bert Phipps Consulting Ltd. file number s.17; s.21; s.22

Thank you for the opportunity to present this proposal. If we have under or over-estimated the scope of this project, please advise and we will adjust accordingly.

Yours truly,

Bert Phipps
Bert Phipps Consulting Ltd.
250-896-3748

APPENDIX 3 – MINISTRY OF FINANCE STATEMENT OF WORK TERMS OF REFERENCE

Terms of Reference – NA

APPENDIX 4 – CONTRACTOR’S UNDERTAKING OF CONFIDENTIALITY

Contractor: Bert Phipps Consulting Ltd.

Statement of Work: 2021 – FIN (PSEC Strat Planning)

1. The Contractor undertakes on behalf of itself, and its employees and Subcontractors, 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 Province or its agencies, boards, commissions, crowns, employer associations, employers, any BC public sector pension plan boards of trustees, pension plan partners, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet or an advisor to any such party (any or all of which is referred to as the “Organization”), whether verbally, electronically or in writing, in relation to or resulting this Statement of Work 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 Organization that the Contractor may become aware of by virtue of this Statement of Work; and
 - (f) any reports, recommendations or analysis prepared for, by or in connection with the Organization that the Contractor becomes aware of by virtue of this Statement of Work.
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 Organization party(ies) as the Province deems necessary;
 - (b) the information to be disclosed is general public knowledge other than because of a breach of this Undertaking;
 - (c) the disclosure is to staff of the Province or is otherwise required to perform the Contractor’s obligations under the Agreement; or
 - (d) the disclosure is required to comply with applicable laws.
3. The Contractor undertakes on behalf of itself, its Key Personnel (which includes Subcontractors) that it and they will treat as confidential any legal advice received on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province, and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice. If the Contractor incorporates any legal advice from the Province’s legal counsel into any Produced Material, the Contractor must add the following note to the applicable document:

“This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of government of British Columbia, including in response to a request under the Freedom of Information and Protection of Privacy Act, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege.”

4. 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 of this Undertaking.
5. The Contractor undertakes on behalf of itself, its employees and Subcontractors not to use any of the information referenced in section 1 and 3 above for any other purpose other than those expressly provided for under this Statement of Work.
6. The Contractor undertakes on behalf of itself, and to cause its employee(s) and Subcontractor(s), upon request of the Province, to return to the Province Lead or designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
7. The Contractor undertakes, on behalf of itself, and to cause its employee(s) and Subcontractor(s) to immediately notify the Province Lead specified in this Statement of Work, 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 __1st__ day of __August__, 2021_ by the Contractor's authorized signatory or signatories:

Signature(s)



Print Name(s)

Bert Phipps

Print Title(s)

Bert Phipps Consulting Ltd.

APPENDIX 5 – SUBCONTRACTOR’S UNDERTAKING OF CONFIDENTIALITY

Subcontractor: Paul Faoro, Principal, PWF Consulting

Contractor: Bert Phipps Consulting Ltd.

Contractor’s Statement of Work: 2021 – FIN (PSEC Strat Planning)

1. In consideration of the Subcontractor’s role in relation to assisting the Contractor with this Statement of Work, the Subcontractor undertakes on behalf of itself and its employee(s) to treat as confidential and not disclose, refer to or permit to be disclosed, at any time, information produced for, or obtained from, the Contractor, Her Majesty the Queen in the Right of the Province of British Columbia (the “Province”), or its agencies, boards, commissions, crowns, employer associations, employers, any BC public sector pension plan boards of trustees, pension plan partners, the Executive Council of British Columbia (“Cabinet”), a member of Cabinet, a Committee of Cabinet or an advisor to any such party (any or all of which is referred to as the “Organization”) (verbally, electronically or in writing) in relation to or resulting from this Statement of Work, including but not limited to the following:
 - (a) the contents of materials, including presentations brought to meetings or circulated to or within the any member of 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 that I and/or my employee(s) become aware of by virtue of this Statement of Work; and
 - (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 Statement of Work.
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 Organization party(ies) 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. In relation to this Statement of Work, the Subcontractor may receive information from the Province or the Contractor that includes solicitor client privilege. The Subcontractor undertakes on behalf of itself and its employees to treat as confidential any legal advice received on behalf of the Province under this Agreement other than to communicate it to authorized officials of the Province and must not do anything that could result in a waiver or breach of the solicitor-client privilege associated with that advice. If the Subcontractor incorporates any legal advice from the

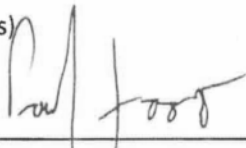
Province's legal counsel into any materials related to this Statement of Work, the Subcontractor must add the following note to the applicable document:

"This document may contain information that is protected by solicitor client privilege. Prior to any disclosure of this document outside of government of British Columbia, including in response to a request under the Freedom of Information and Protection of Privacy Act, the Ministry in possession of this document must consult with the lawyer responsible for the matter to determine whether information contained in this document is subject to solicitor client privilege."

4. The Subcontractor undertakes on behalf of itself and its employees, not to use any of the information referenced in section 1 and 3 above for any other purpose other than those expressly provided for under this Statement of Work.
5. The Subcontractor undertakes on behalf of itself, and to cause its employee(s), upon request of the Province or the Contractor, to return to the Province Lead or designate all information received as a result of this Statement of Work, including all copies, derivatives, reports and analysis containing such information.
6. The Subcontractor undertakes on behalf of itself, and to cause its employee(s) to immediately notify the Province Lead, 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 this Statement of Work or if, through inadvertence or otherwise, it or any of its employee(s) becomes aware of a disclosure of information contrary to this Undertaking and/or this Statement of Work.

SIGNED on the __1st__ day of __August__, 2021_ by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)



Print Name(s)

Paul Faoro, Principal, PWF Consulting

Print Title(s)

Subcontractor

APPENDIX 6 – CONTRACTOR’S CONFLICT OF INTEREST DISCLOSURE

Contractor: Bert Phipps Consulting Ltd.

Statement of Work: 2021 – FIN (PSEC Strat Planning)

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 Statement of Work 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, its employee(s) and Subcontractor(s) (collectively “we” or “our”), that it has disclosed any Conflicts of Interest that currently exist in respect of this Statement of Work as below.

s.17; s.21; s.22

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.

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.

s.17; s.21; s.22

SIGNED on the __1st__ day of __August__, 2021_ by the Contractor's authorized signatory or signatories:



Signature(s)

Bert Phipps

Print Name(s)

Bert Phipps Consulting Ltd.

Print Title(s)

APPENDIX 7 – SUBCONTRACTOR’S CONFLICT OF INTEREST DISCLOSURE

Subcontractor: Paul Faoro, Principal, PWF Consulting

Contractor: Bert Phipps Consulting Ltd.

Contractor’s Statement of Work: 2021 – FIN (PSEC Strat Planning)

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 has reviewed this Statement of Work 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 Statement of Work in the space afforded below.

s.17; s.21; s.22

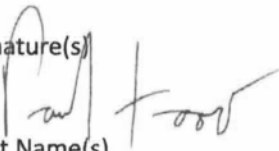
¹¹ “Associate” of a person means any person closely connected by blood or otherwise including, but not limited to, a spouse (including common-law spouse), parent, grandparent, brother, sister, child or grandchild.

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Withheld pursuant to/removed as

s.17 ; s.21 ; s.22

SIGNED on the __1st__ day of _August_____, 2021_ by the Subcontractor (or, if not an individual, on its behalf by its authorized signatory or signatories)

Signature(s)


Print Name(s)
Paul Faoro, Principal, PWF Consulting

Print Title(s)
Subcontractor

²² 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

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.