

# GENERAL SERVICE AGREEMENT



<i>For Administrative Purposes Only</i>	
<i>Ministry Contract No.: C16GCPE2055</i> <i>Requisition No.: 2055</i> <i>Solicitation No.(if applicable): n/a</i> <i>Commodity Code: AD.AD00</i>	<i>Financial Information</i>
<i>Contractor Information</i>	<i>Client: 019</i>
<i>Supplier Name: Zadavec, Don</i>	<i>Responsibility Centre: 11348</i>
<i>Supplier No.: 2594197</i>	<i>Service Line: 34420</i>
<i>Telephone No.: NR</i>	<i>STOB: 6001, 6002</i>
<i>E-mail Address: NR</i>	<i>Project: 11N0146</i>
<i>Website: n/a</i>	<i>Template version: December 1, 2013</i>

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**SCHEDULE A – SERVICES**

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

**SCHEDULE B – FEES AND EXPENSES**

- Part 1 - Maximum Amount Payable
- Part 2 - Fees
- Part 3 - Expenses
- Part 4 - Statements of Account
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**SCHEDULE C – APPROVED SUBCONTRACTOR(S)**

**SCHEDULE D – INSURANCE**

**SCHEDULE E – PRIVACY PROTECTION SCHEDULE**

**SCHEDULE F – ADDITIONAL TERMS**

**SCHEDULE G – SECURITY SCHEDULE**

THIS AGREEMENT is dated for reference the 6<sup>th</sup> day of July, 2015.

BETWEEN:

Don Zadavec (the "Contractor") with the following specified address and fax number:

NR

FAX NUMBER: n/a

AND:

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

4<sup>th</sup> Floor 617 Government Street, PO Box 9409, Strn Prov Govt, Victoria, British Columbia V8W 9V1

Fax Number: 250-387-6687

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

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

## 1 DEFINITIONS

General

1.1 In this Agreement, unless the context otherwise requires:

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

Meaning of "record"

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

## 2 SERVICES

Provision of services

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

## Term

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

## Supply of various items

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

## Standard of care

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

## Standards in relation to persons performing Services

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

## Instructions by Province

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

## Confirmation of non-written instructions

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

## Effectiveness of non-written instructions

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

## Applicable laws

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

## 3 PAYMENT

### Fees and expenses

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

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

#### Statements of accounts

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

#### Withholding of amounts

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

#### Appropriation

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

#### Currency

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

#### Non-resident income tax

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

#### Prohibition against committing money

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

#### Refunds of taxes

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

## 4 REPRESENTATIONS AND WARRANTIES

- 4.1 As at the date this Agreement is executed and delivered by, or on behalf of, the parties, the Contractor represents and warrants to the Province as follows:
- (a) except to the extent the Contractor has previously disclosed otherwise in writing to the Province,

- (i) all information, statements, documents and reports furnished or submitted by the Contractor to the Province in connection with this Agreement (including as part of any competitive process resulting in this Agreement being entered into) are in all material respects true and correct,
  - (ii) the Contractor has sufficient trained staff, facilities, materials, appropriate equipment and approved subcontractual 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 perform the Contractor's obligations under this Agreement or to comply with applicable laws;
- (b) if it is information that is generally known to the public other than as result of a breach of this Agreement; or
- (c) if it is information in any Incorporated Material.

### Public announcements

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

### Restrictions on promotion



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

## **6 MATERIAL AND INTELLECTUAL PROPERTY**

### **Access to Material**

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

### **Ownership and delivery of Material**

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

### **Matters respecting intellectual property**

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

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

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

### **Rights in relation to Incorporated Material**

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

## **7 RECORDS AND REPORTS**

### **Work reporting**

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

## Time and expense records

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

## 8 AUDIT

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

## 9 INDEMNITY AND INSURANCE

### Indemnity

- 9.1 The Contractor must indemnify and save harmless the Province and the Province's employees and agents from any 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.

### Insurance

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

### Workers compensation

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

### Personal optional protection

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

### Evidence of coverage

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

## 10 FORCE MAJEURE

### Definitions relating to force majeure

10.1 In this section and sections 10.2 and 10.3:

- (a) "Event of Force Majeure" means one of the following events:
  - (i) a natural disaster, fire, flood, storm, epidemic or power failure,
  - (ii) a war (declared and undeclared), insurrection or act of terrorism or piracy,
  - (iii) a strike (including illegal work stoppage or slowdown) or lockout, or
  - (iv) a freight 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 for any reason by giving at least 10 days' written notice of termination to the Contractor.

#### Payment consequences of termination

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

#### Discharge of liability

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

#### Notice in relation to Events of Default

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

## 12 DISPUTE RESOLUTION

#### Dispute resolution process

- 12.1 In the event of any dispute between the parties arising out of or in connection with this Agreement, the following dispute resolution process will apply unless the parties otherwise agree in writing:
- (a) the parties must initially attempt to resolve the dispute through collaborative negotiation;

- (b) if the dispute is not resolved through collaborative negotiation within 15 Business Days of the dispute arising, the parties must then attempt to resolve the dispute through mediation under the rules of the British Columbia Mediator Roster Society; and
- (c) if the dispute is not resolved through mediation within 30 Business Days of the commencement of mediation, the dispute must be referred to and finally resolved by arbitration under the *Arbitration Act*.

#### Location of arbitration or mediation

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

#### Costs of mediation or arbitration

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

### 13 MISCELLANEOUS

#### Delivery of notices

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

#### Change of address or fax number

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

#### Assignment

- 13.3 The Contractor must not assign any of the Contractor's rights 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. No subcontract, whether consented to or not, relieves the Contractor from any obligations under this Agreement. The Contractor must ensure that:
- (a) any person retained by the Contractor to perform obligations under this Agreement; and
  - (b) any person retained by a person described in paragraph (a) to perform those obligations fully complies with this Agreement in performing the subcontracted obligations.

#### Waiver

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

#### Modifications

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

#### Entire agreement

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

#### Survival of certain provisions

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

#### Independent contractor

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

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

#### Personnel not to be employees of Province

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

#### Key Personnel

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

#### Pertinent information

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

#### Conflict of interest

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

#### Time

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

#### Conflicts among provisions

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

#### Agreement not permit nor fetter

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

#### Remainder not affected by invalidity

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

#### Further assurances

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

#### Additional terms

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

## Governing law

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

## 14 INTERPRETATION

### 14.1 In this Agreement:

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

## 15 EXECUTION AND DELIVERY OF AGREEMENT

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

The parties have executed this Agreement as follows:

SIGNED on the <u>3rd</u> day of <u>July</u> , 2015 by the Contractor (or, if not an individual, on its behalf by its authorized signatory or signatories):  <u>Don Zdravec</u> Signature(s)  <u>Don Zdravec</u> Print Name(s)  _____ Print Title(s)	SIGNED on the <u>3rd</u> day of <u>July</u> , 2015 on behalf of the Province by its duly authorized representative:  <u>Denise Champion</u> Signature  <u>Denise Champion</u> Print Name  <u>Assistant Deputy Minister</u> Print Title
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## **Schedule A – Services**

### **PART 1. TERM:**

Regardless of the date of execution the term of this Agreement commences on July 6, 2015 and ends on September 30, 2015.

### **PART 2. SERVICES:**

In light of and response to the 2014 Supreme Court of Canada *Tsilhqot'in* title ruling, the provincial government is seeking to raise awareness and promote the benefits of working with First Nations to advance and facilitate economic development initiatives in British Columbia, with a view to further enhancing the province's investment climate on all levels: local, national, and international.

The purpose of this contract is two-fold: (1) to design and develop a communications strategy to help advance the objectives of increasing investment confidence; (2) and assisting government, industry and First Nations in showcasing British Columbia as a strong, prosperous and competitive economy – the economic engine of Canada.

As directed by the contract manager or their designated alternate, the contractor will provide the following services, which will include, but are not limited to:

#### **Phase 1 – Identifying needs and information gaps**

- Identify specific gaps in informational and marketing support from government to industry, First Nations and international markets;
- Meet with the project team and possibly meet with industry stakeholders as directed by the team lead prior to communications strategy development; and,
- Provide a report on gaps and needs to the project team.

#### **Phase 2 – Communications Strategy**

- Provide a detailed strategy to Government Communications and Public Engagement and the project team on ways to help close gaps through specific communications activities, including immediate and long-term steps; and,
- Ensure strategy includes proactive communications advice and opportunities for government representatives, industry and First Nations to showcase British Columbia's investment opportunities and include an issues management component.

Specifically, the contractor will be expected to:

1. Review and assess current approaches, with a view to identifying gaps and potential opportunities;
2. Identify and provide recommendations on how best to inform and support the province's business community in working with First Nations in British Columbia;
3. Identify and provide recommendations on how the province, business community and First Nations can work in partnership to promote investment opportunities, especially as it relates to further advancing the provincial government's international investment agenda; and,
4. Identify and provide recommendations to close any gaps in informational support from government to First Nations with the goal of improving understanding of business opportunities and help to advance the businesses interests of First Nations in provincial, national and international markets.

For the project phases, all deliverables must be:

- Developed under the direction of the project team
- Supported by research and aligned with government policies
- Practical, concise, and clearly written in plain language

## Schedule B – Fees and Expenses

### 1. MAXIMUM AMOUNT PAYABLE:

**Maximum Amount:** Despite sections 2 and 3 of this Schedule, \$24,000 is the maximum amount which the Province is obliged to pay to the Contractor for fees and expenses under this Agreement (exclusive of any applicable taxes described in section 3.1(c) of this Agreement).

### 2. FEES:

**Fees:** at a rate of NR per hour for those hours during the Term when the Contractor provides the Services.

### 3. EXPENSES:

- a. pre-approved travel, accommodation and meal expenses for travel greater than 32 kilometers away from NR on the same basis as the Province pays its Group I employees when they are on travel status; and
- b. the Contractor's pre-approved actual long distance telephone, fax, postage and other identifiable communication expenses; and

excluding goods and services tax ("GST") or other applicable tax paid or payable by the Contractor on expenses described in (a) and (b) above to the extent that the Contractor is entitled to claim credits (including GST input tax credits), rebates, refunds or remissions of the tax from the relevant taxation authorities.

### 4. STATEMENTS OF ACCOUNT:

**Statements of Account:** In order to obtain payment of any fees and expenses under this Agreement for a period from and including the 1st day of a month to and including the last day of that month (each a "Billing Period"), the Contractor must deliver to the Province on a date after the Billing Period (each a "Billing Date"), a written statement of account in a form satisfactory to the Province containing:

- (a) the Contractor's legal name and address;
- (b) the date of the statement, 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 all hours worked during the Billing Period 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;
- (g) a statement number for identification; and
- (h) any other billing information reasonably requested by the Province.

### 5. PAYMENTS DUE:

**Payments Due:** Within 30 days of the Province's receipt of the Contractor's written statement of account delivered in accordance with this Schedule, the Province must pay the Contractor the fees and expenses (plus all

applicable taxes) claimed in the statement if they are in accordance with this Schedule. Statements of account or contract invoices offering an early payment discount may be paid by the Province as required to obtain the discount.

**Schedule C – Approved Subcontractor(s): Not Applicable**

**Schedule D – Insurance: Not Applicable**

**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* (British Columbia);
  - (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 correct or annotate 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 AGREEMENT

Whereas:

- A. Don Zadravec and Her Majesty the Queen in right of the Province of British Columbia, as represented by the Minister of Advanced Education, Government Communications and Public Engagement (the "Province") entered into an agreement entitled C16GCPE2055, July 6, 2015, (the "Agreement") for the provision of certain strategic communication services pertaining to BC's economy by Don Zadravec to the Province.
- B. In this Confidentiality Agreement, including these Recitals, unless the context requires otherwise, words have the same meaning as defined in the Agreement.

I, Don Zadravec (print name), agree as follows:

1. I will treat as confidential and will not, without the prior written consent of the Province use, publish, disclose or permit to be used, published or disclosed, the Material that comes to my knowledge, is supplied to, or obtained by me, as a result of my Access except insofar:
  - (a) as the Material to be used, published, or disclosed is general public knowledge or was in my possession prior to my Access to that Material;
  - (b) as the Material to be used, published or disclosed is provided by a third party without a restriction that it be held confidential; or
  - (c) as such use, publication, or disclosure is required by law including, without limitation, the *Freedom of Information and Protection of Privacy Act* (British Columbia).
2. I will not use, reproduce or duplicate any Material except as is necessary in providing the Services under the Agreement.
3. If I do not adhere to the provisions contained in this Confidentiality Agreement, the Province may, at its sole discretion and without prior written notice to me, revoke my access to the Material, and seek any other appropriate remedies.
4. Despite any other provision of this Confidentiality Agreement, my Access to the Material expires with the expiry or termination of the Agreement.
5. Upon the expiry or earlier revocation of my Access, I will immediately return to the Province all Material in my possession as a result of my Access.
6. The obligations imposed on me as a result of this Confidentiality Agreement will survive the expiry or termination of the Agreement and will continue indefinitely.

SIGNED AND DELIVERED

this 3 day of July, 2015

Don Zadravec  
(Signature)

## Schedule G – Security Schedule

### Definitions

1. In this Schedule,

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

### Schedule contains additional obligations

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

### Services Worker confidentiality agreements

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

### Services Worker security screening

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

### Services Worker activity logging



5. Subject to section 6, the Contractor must create and maintain detailed Records logging the activities of all Service Workers in relation to:
  - (a) their access to Sensitive Information; and
  - (b) other matters specified by the Province in writing for the purposes of this section.
6. The Records described in section 5 must be made and maintained in a manner, and contain information, specified in Appendix G2, if attached.

#### **Facilities and Equipment protection and access control**

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

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

#### **Sensitive Information access control**

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

#### **Integrity of Information**

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

### **Documentation of changes to processes**

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

### **Notice of security breaches**

13. If Contractor becomes aware that:

- (a) unauthorized access, collection, use, disclosure, alteration or disposal of Information or Records containing Information; or
- (b) unauthorized access to Facilities or Equipment

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

### **Review of security breaches**

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

### **Retention of Records**

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

### **Storage of Records**

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

### **Audit**

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

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

## **Termination of Agreement**

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

## **Interpretation**

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

## SCHEDULE G – Appendix G1 – Security screening requirements

The personnel security screening requirements set out in this Appendix G1 are for the purpose of assisting the Contractor 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
<p><b>Issued by ICBC:</b></p> <ul style="list-style-type: none"> <li>• B.C. driver's licence or learner's licence (must have photo)</li> <li>• B.C. Identification (BCID) card</li> </ul> <p><b>Issued by provincial or territorial government:</b></p> <ul style="list-style-type: none"> <li>• Canadian birth certificate</li> </ul> <p><b>Issued by Government of Canada:</b></p> <ul style="list-style-type: none"> <li>• Canadian Citizenship Card</li> <li>• Permanent Resident Card</li> <li>• Canadian Record of Landing/Canadian Immigration Identification Record</li> </ul>	<ul style="list-style-type: none"> <li>• School ID card (student card)</li> <li>• Bank card (only if holder's name is on card)</li> <li>• Credit card (only if holder's name is on card)</li> <li>• Passport</li> <li>• Foreign birth certificate (a baptismal certificate is not acceptable)</li> <li>• Canadian or U.S. driver's licence</li> <li>• Naturalization certificate</li> <li>• Canadian Forces identification</li> <li>• Police identification</li> <li>• Foreign Affairs Canada or consular identification</li> <li>• Vehicle registration (only if owner's signature is shown)</li> <li>• Picture employee ID card</li> <li>• Firearms Acquisition Certificate</li> <li>• Social Insurance Card (only if has signature strip)</li> <li>• B.C. CareCard</li> <li>• Native Status Card</li> <li>• Parole Certificate ID</li> <li>• Correctional Service Conditional Release Card</li> </ul>

\*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.

## APPENDIX 1 - Group 1 Rates EXPENSES FOR CONTRACTORS

The following are allowable expenses for contractors. All expenses must be paid by the contractor. Expenses cannot be direct billed to the ministry except in unusual circumstances (in these cases a special clause must be included in the contract). Original receipts must be submitted with the expense claim (when receipts are required) but photocopies of receipts will be accepted if the contractor requires the original for another purpose (e.g., to claim for HST credits).

### Travel Expenses

The contractor must be outside their headquarters area (32 kilometres from where they ordinarily perform their duties) to be eligible to claim travel, meal and accommodation expenses.

#### 1. Meal Allowances:

Effective November 7, 2012, the following meal allowances can be claimed which must not exceed \$48.00 per day (receipts are not required):

Breakfast only	\$11.75	claim if travel starts before 7:00 a.m. or ends after 7:00 a.m.
Lunch only	\$13.50	claim if travel starts before 12:00 noon or ends after 12:00 noon.
Dinner only	\$22.75	claim if travel starts before 6:00 p.m. or ends after 6:00 p.m.
Breakfast and lunch only	\$25.25	see above
Breakfast and dinner only	\$34.50	see above
Lunch and dinner only	\$36.25	see above
Full day	\$48.00	

#### 2. Mileage Rates When Using Private Vehicle:

Effective April 1, 2013, the private mileage allowance is \$.52 per kilometre (receipts are not required). This rate can be claimed when using a private vehicle for travel. It is intended to cover costs of gas and maintenance.

#### 3. Taxi and Parking:

Taxi and parking charges will be reimbursed if receipts/copies of receipts are provided. Tips identified separately on taxi receipts cannot be claimed.

#### 4. Car Rentals:

Approved car rental agencies and the maximum rates for each community are listed at [www.pss.gov.bc.ca/csa/categories/vehicle-rentals/vehicle-rentals-daily/vehicle-rentals-daily.htm#sup-nrg](http://www.pss.gov.bc.ca/csa/categories/vehicle-rentals/vehicle-rentals-daily/vehicle-rentals-daily.htm#sup-nrg). Other agencies are to be used only when these agencies cannot supply vehicles or when renting a vehicle outside BC. Contractors should ask for the government rate. Receipts/copies of receipts are required.

**PAI** (personal accident insurance) will not be reimbursed. **CDW/LDW** (collision/loss damage waiver) will be reimbursed only when renting from a company not on the approved list for the specific community or when renting outside BC.

#### 5. Accommodation:

a) **Hotel/motel** (Receipt/copy of receipt and proof of payment required).

Approved hotels and the maximum rates that may be claimed for rooms and supplementary items (e.g., parking) are listed in the Accommodation Guide at

<http://www.pss.gov.bc.ca/business/travel>.

Rates may vary between summer, winter and shoulder seasons.

Only the single government rate will be reimbursed.

The "number in party" identified on the receipt must show only one person.

#### Process for Selecting Accommodation:

- Select the most cost-effective hotel from the accommodation guide that meets your business requirements.
- Ensure the expectations of the ministry expense authority are clarified (through the contract manager) regarding the price of accommodation before travel takes place.
- Ensure the rates charged by the hotel for the room and supplementary charges are at or below the rates quoted in the accommodation guide.

If the contractor cannot stay at any of the hotels listed in the guide due to an exceptional or emergency situation, pre-approval must be obtained from the ministry expense authority and attached to the expense claim. This approval should be obtained through the contract manager.

#### b) **Private lodging** (receipts are not required):

\$30 per night may be claimed when private lodging is arranged (e.g., staying with friends).

#### 6. Airfare:

Economy airfare only will be reimbursed. Receipts/copies of receipts and proof of payment are required.

#### 7. Miscellaneous Travel Expenses:

Laundry, gratuities, portage and personal phone calls cannot be claimed. Ferry charges and highway tolls can be claimed if supported by an original receipt. Other miscellaneous expenses incurred when travelling (e.g., courier and photocopying charges) can also be claimed if supported by a receipt/copy of receipt.

#### 8. Out-of-Province Travel:

When B.C. contractors are required to travel out-of-province, a Travel Authorization form approved by the director must accompany the expense claim.

### Other Expenses

#### 1. Business Expenses (e.g., all costs associated with meetings, including business and guest meals):

Claims for business expenses must be accompanied by an approved Business Expense Approval form (which should be completed by the ministry, not the contractor).

#### 2. GST:

Contractors registered with the Canada Revenue Agency for GST purposes are entitled to claim input tax credits for the GST paid on their travel expenses and must deduct this before they invoice the ministry.

#### 3. Miscellaneous Expenses (e.g. business telephone/fax calls, newspapers, etc.):

Miscellaneous expenses will be paid if supported by original receipts and in our opinion are necessarily incurred by you in providing the service. Contact the contract manager before incurring any miscellaneous expenses.



July 6, 2015

To: All Government Vendors

This letter is to introduce and inform all authorized Province of British Columbia travel industry suppliers to Don Zdravec, as a cost recoverable Contractor to the Province of BC. Don Zdravec is permitted access to provincial government rates allowed to all regular government employees for the period July 6, 2015 to September 30, 2015. Vehicle rental agencies should note that all conditions of the provincial government agreement apply with the exception of Personal Injury Insurance (PII). Purchase of PII is at the discretion of the customer and is not a reimbursable cost.

The Contractor named above agrees that the services or goods obtained by virtue of this Letter of Authorization are to be used solely for services supplied to the Province of BC. The cost of the service or goods will be reimbursed to the Contractor by the government, at the rate(s) supplied.

This Letter of Authorization is not transferable and is not to be used by anyone other than the Contractor named above. Personal or other use of this letter or services/goods provided through the use of this letter, for other than that stated in the Contractor's agreement, is forbidden. Such use may result in termination of the agreement and future ability to receive authorization to access government contracts, Corporate Supply Arrangements (CSAs) or Standing Offers (SOs) in the future. Should you require verification of this letter please contact me at 250 356-7513.

Thank you,

*Tracey Doidge*

Tracey Doidge  
Financial Analyst  
Government Communications and Public Engagement

# SERVICE CONTRACT CHECKLIST

Page 1

## FORM USAGE AND ROUTING:

This form must be completed for all service contracts and amendments to service contracts involving an increase to the dollar value. It requires approval from the contract manager and the ADM (only in certain circumstances) before the contract/amendment is signed. After being signed by both parties, attach the original contract/amendment to the original Service Contract Checklist and forward to Contracts & Procurement Financial and Administration Services Branch, Ministry of Technology, Innovation, and Citizens' Services.

<b>DESCRIPTION OF CONTRACT - Complete Part 1 for all contracts and amendments.</b>						
Legal Contractor Name <b>Zadravec, Don</b>				Req #: <b>2055</b>		Contract #: <b>C18GCP2056</b>
Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment				Brief Description of Services:		
Term: <b>Jul 6, 2015 - Sep 30, 2015</b>				Rate (per hour or day) <b>NR</b> per hour		
				Provide Strategic Communications Services Pertaining to BC's Economy		
<b>CONTRACT CODING: (if more lines needed attach separate sheet)</b>						
Amount	CL	Resp	Service Line	STOB	Project	
\$23000	019	11348	34420	6001	11ND146	
\$1000	019	11348	34420	6002	11ND146	
\$24000	<b>CONTRACT TOTAL</b>					
<b>Commonly Used Contract STOBs:</b>						
6001/02 - Operational - Fees/Expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt).						
6003/04 - Regulatory - Fees/expenses for contracts that provide a direct provision of goods or services required by statute or regulation.						
6009/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees.						
6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministers (e.g., management consulting).						
6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals).						
6306/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.						

<b>SELECTION PROCESS - Complete Part 2 for new contracts only. Do not complete for renewals or amendments. Select only one box.</b>	
<b>Open Process:</b> <input type="checkbox"/> Request for Proposal (RFP) (100) RFP # Suppliers submit proposals on how, and at what price, they would provide a service. <input type="checkbox"/> Invitation to Quote (ITQ) (100) ITQ # For price based services only - you know exactly what you want done and are looking for the best price. <input type="checkbox"/> Other Open Competitive Process (100) Identify process used: An open competitive process other than Request for Proposal or Invitation to Quote is used (e.g., Joint Solution Procurement, Invitation to Tender), normally by advertising the opportunity on BC Bid.	<b>Direct Process:</b> <input type="checkbox"/> Competitive Process Among Selected Vendors (Construction and Services under \$75,000) (300) A competitive solicitation process among a limited list of vendors and not advertised on BC Bid (e.g., solicitation of three or more vendors) - CPPM 6.32(c)(5). If vendors are on pre-qualification list, then use 401.
<b>Direct Award:</b> <input type="checkbox"/> Public Sector Organization (200) The contract was negotiated and directly awarded without competitive process because the contract is with another government organization. <input type="checkbox"/> Sole Source (201) The contract is negotiated and directly awarded without competitive process because the ministry can strictly prove that only one contractor is qualified. A NOI is not required. Note: Evidence of how the ministry "proved" sole source must be documented in the contract file. <input type="checkbox"/> Emergency (202) The contract is negotiated and directly awarded without competitive process because an unforeseeable emergency exists and the services could not be obtained in time by means of a competitive process. <input type="checkbox"/> Security, Order, etc. (203) The contract is negotiated and directly awarded without competitive process because a competitive process would interfere with the ministry's ability to maintain security or order or to protect human, animal or plant life or health. <input type="checkbox"/> Confidentiality (204) The contract is negotiated and directly awarded without competitive process where the acquisition is of a confidential or privileged nature and disclosure through an open bidding process could reasonably be expected to compromise governmental confidentiality, cause economic disruption or be contrary to public interest.	<input type="checkbox"/> Sole Source - Notice of Intent (205) NOI # The contract is negotiated and directly awarded without competitive process (a NOI is not a competitive process) because the ministry believes but cannot strictly prove that only one contractor is qualified and a Notice of Intent is posted. A NOI must be posted on BC Bid when a contract for services or construction valued at more than \$50,000, is to be directly awarded on this basis. Note: It is recommended that a NOI be posted for opportunities valued at \$25,000 or more that are being awarded on this basis. <input type="checkbox"/> Permitted under Corporate Policy or Legislation (206) Use this code when the direct award was permitted under another corporate policy or legislation. Do not use this code if another direct award code applies. <input checked="" type="checkbox"/> Direct Award - Under \$25,000 (207) A direct award has been made for a contract less than \$25,000 and categories 200, 201, 202, 203 and 204 do not apply. <input type="checkbox"/> Shared Cost Arrangement-Financial Assistance (208) May be direct awarded where financial assistance is provided to a specified target group or population (e.g. First Nation, or a direct beneficiary, individual or family or legal guardian under a community/social service program.) <input type="checkbox"/> Shared Cost Arrangement (209) May be directly awarded where a competitive selection is not appropriate.
<b>Pre-qualification:</b> <input type="checkbox"/> Selected Vendor From Pre-Qualification List (400) A contract that is issued to a vendor on a pre-qualification list without undertaking a competitive process. The process must be consistent with the rules published when the list was established. <input type="checkbox"/> Purchase from a Corporate Supply Arrangement (500) A purchase from a pre-established corporate supply arrangement as identified in the Core Policy Manual section 6.3.2 a (1).	<input type="checkbox"/> Competition Among Vendors on a Pre-qualification List (401) A competitive solicitation that is issued to a limited list of vendors selected from a pre-qualification list. The process must be consistent with the rules published when the list was established. Check appropriate box to indicate which competitive process was used: <input type="checkbox"/> RFP <input type="checkbox"/> ITQ <input type="checkbox"/> 3 Verbal or Written Bids <input type="checkbox"/> Other (please identify):

# SERVICE CONTRACT CHECKLIST

Page 2

## AGREEMENT ON INTERNAL TRADE (AIT)

Complete Part 3 for new contracts only. Do not complete for renewals/amendments. Select only one box.

### ☐ Purchase Subject to AIT(100)

The purchase is over the trade agreement (AIT) threshold for national advertising (\$25K for goods and over \$100K for services and construction) and is not excluded or exempted under any other provisions of the AIT or other category below.

### ☒ Purchase below applicable AIT threshold (200)

The purchase is under thresholds \$25K for goods or \$100K for services and construction.

### ☐ Excluded - Exempted Commodity/Service (300)

The purchase is for services that are exempted from coverage of AIT or to which the AIT does not apply by virtue of its specific reference in AIT (e.g. health & social services).

### ☐ Excluded - Emergency (400)

A purchase where an unforeseeable situation of urgency exists and the services cannot be obtained in time by means of an open procurement.

### ☐ Excluded - Security, Order, etc. (500)

A purchase where compliance with the open tendering provisions set out in AIT would interfere with the Province's ability to maintain a security or order or to protect human, animal, plant life or health.

### ☐ Excluded - Product Compatibility/Exclusive Rights (600)

A purchase which must: ensure compatibility with existing products; recognize exclusive rights, such as exclusive licences, copyright and patent rights; or maintain specialized products that must be maintained by the manufacturer or its representative.

### ☐ Excluded - Procurement of Prototype (700)

The procurement of a prototype or a first service to be developed in the course of and for a particular contract for research, experiment, study or original development, but not for any subsequent purchases.

### ☐ Excluded - Regional/Economic Development (800)

A purchase which, under exceptional circumstances, may be excluded by the Province from the application of Chapter 5 of the AIT for regional and economic development purposes.

## POLICY COMPLIANCE - NEW CONTRACTS - Complete for new contracts only. Do not complete for renewals/amendments

Yes No N/A

- Before taking steps to find a contractor, a cost benefit justification (CBJ) must be prepared for service contracts over \$100,000. Where appropriate, it should include a cost comparison between contracting out vs. using in-house resources if they were available, contract outcomes, etc. Has a CBJ been prepared for inclusion in the contract file? (CPPM 6.3.1.5) ☐ ☐ ☒
- As per the AIT/NWPTA, did you advertise on BC Bid for any contract over \$75,000 or if a prequalification list was used, did you select the contractor through a competitive process between all suppliers on the list? (CPPM 6.3.2.c) ☐ ☐ ☒
- Program Assistant Deputy Minister (ADM) pre-approval is required for all service contracts that are being directly awarded. Has a Direct Award Form and if applicable a Briefing Note been signed by the ADM for inclusion in the contract file? ☒ ☐ ☐
- If this contract was directly awarded (including the policy exemptions in CPPM 6.3.3.a) have the reasons been clearly explained and documented on the Direct Award Form? (CPPM 6.3.3.a) ☒ ☐ ☐
- If this contract is being awarded to a contractor that has been used for similar work in the previous 3 months (3 months from previous expiry date) the new contract must be approved by an expense authority with authority for the combined total of the contracts. Has the appropriate expense authority approved the contract? (CPPM 6.3.2.a.11) ☐ ☐ ☒
- Can you confirm that this contract does not constitute an employer/employee relationship (CPPM 6.3.1.6). For more information, refer to "Employee or Self-Employed" pamphlet at <http://www.cra-arc.gc.ca/E/pub/14110/14110-13e.pdf> ☒ ☐ ☐
- If the General Service Agreement was not used, or the contract is \$250k or over, did you obtain Legal Services and Risk Management approval? Documentation of approval must be kept in the contract file. (CPPM 6.3.3.e.4) ☐ ☐ ☒
- Does Schedule A clearly identify specific and measurable contract deliverables? (CPPM 6.3.6.c) ☒ ☐ ☐
- Does Schedule A clearly identify the process the ministry will use to monitor the contractor's performance (e.g., frequency & format of reporting requirements)? (CPPM 6.3.6.c) ☒ ☐ ☐
- If sub-contractors will be providing any of the services are they identified in Schedule C? ☐ ☐ ☒
- If Schedule D (Insurance) is attached, is the insurance adequate to cover the risks associated with this contract? Insurance overview - <http://www.fin.gov.bc.ca/gws/pf/rmb/colover.stm> ☐ ☐ ☒
- If Schedule D (Insurance) is attached, have you attached a BC Certificate of Insurance form to be completed by the contractor's broker/ agent? (CPPM 6.3.3.e.11). BC Certificate of Insurance - Form ☐ ☐ ☒
- The Contractor Information Package should be included and forwarded to the contractor. Has it been included? Information Package (no expenses) ☒ ☐ ☐
- Appendix 1 - Expenses for contractors must be attached to all service contracts that include expenses. Have you attached Appendix 1? (Group 1 rates), (Group 2 rates) ☒ ☐ ☐
- If the contract is \$10 million or more, has a vendor performance reference check been completed? (CPPM 6.3.3.b.1) ☐ ☐ ☒

## CONTRACT AMENDMENTS - Complete Part 5 for contract amendments only.

Reason for amendment:	Previous Amount: \$0.00
	Amendment Amount: \$0.00
	New Contract Total: \$24,000.00

## POLICY COMPLIANCE

Yes No

- Does the amendment format comply with those outlined in CPPM? (CPPM 6.3.3.e.9)? Modification Agreement - (template) ☐ ☐
- The amendment amount(s) must be added to the original amount of the contract to determine the new total for approval requirements. Has the appropriate expense authority approved the amendment? ☐ ☐
- Have the circumstances that caused this contract to be amended been clearly documented for inclusion in the contract file (e.g., unforeseen technical problem delayed the project and the details are explained in the file)? ☐ ☐

## APPROVALS - Complete Part 6 for all contracts and amendments

Contract Mgr. Name: Lisa Leslie	**ADM Name: Denise Champion	AP/PO Clerk:
Signature & Date: [Signature] 2015.07.13	Signature & Date: [Signature] 2015.07.13	Initials & Date:

\*\*ADM sign-off is only required if the contract was directly awarded (STOB 63XX contracts exempt), or professional services > 10K or the answer to any of the questions in Part 4 or 5 was 'NO'.



# DIRECT AWARD JUSTIFICATION AND PRE-APPROVAL REQUEST

CLIFF #:

## FORM USAGE AND ROUTING:

This form must be completed by the contract manager to clearly document the justification for direct awarding a service contract and ensures compliance with government contract policy. Unless the contract is an emergency, this form must be completed and pre-approved prior to any discussions with or commitment to the vendor. Pre-approval is required by the expense authority and if a direct award the program assistant deputy minister. The original completed and signed form must be retained in the program contract file. Send completed form(s) to Contracts & Procurement for processing.

<b>P A R T 1</b>	<b>CONTRACT INFORMATION</b>			
	Ministry: Ministry of Advanced Education		Program: Aboriginal Relations and Reconciliation Communications Office	
	Contract Manager Name and Phone: Lisa Leslie		250 953-3211	
	Legal Contractor Name: Zadavec, Don			
	Contract Value: \$24,000	Term: Jul 6, 2015 - Sep 30, 2015	STOB: 6001 6002	Contract Type: <input checked="" type="checkbox"/> New <input type="checkbox"/> Multi-year <input type="checkbox"/> Renewal
	<b>Commonly Used Contract STOBs:</b> 6001/02 - Operational - Fees/expenses for contracts that provide for a direct provision of goods or services in the delivery of government programs (e.g., project mgmt). 6003/04 - Regulatory - Fees/expenses for contracts that provide for a direct provision of goods or services required by statute or regulation. 6020/21 - Education and Training - Fees/expenses for contracts that deliver training to government employees. 6101/02 - Advisory - Fees/expenses for contracts with the provision of advisory services to the ministry (e.g., management consulting). 6302 - Data Operations Non-WTS - Fees/expenses for contracts that provide for a direct provision of IT related goods/services in the delivery of government programs (e.g., data processing, operating lease rentals). 6309/10 - Data Consulting Non-WTS - Fees/expenses for consulting contracts related to information systems.			
<b>P A R T 2</b>	<b>RATIONALE FOR ALL DIRECT AWARD CONTRACTS</b>			
	1. Describe the services required and provide an explanation of why you need to acquire these services. Provide Strategic Communications Services Pertaining to BC's Economy			
	2. What is the financial or other impact if this direct award is not approved and a competitive process is required? Contract under \$25K - undertaking a competitive process is not cost-effective.			
	3. Under which Core Policy and Procedures Manual exception is this direct award request being made (see section 6.3.3)? <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Public Sector Organization (200)  <input type="checkbox"/> Sole Source (201)  <input type="checkbox"/> Emergency (202)  <input type="checkbox"/> Security, Order, etc. (203)  <input type="checkbox"/> Confidentiality (204)         </div> <div style="width: 45%;"> <input type="checkbox"/> Notice of Intent (205)  <input type="checkbox"/> Permitted under another policy or legislation (208)  <input checked="" type="checkbox"/> Services and Construction under \$25,000 (207)  <input type="checkbox"/> Shared Cost Arrangement - Financial Assistance (208)  <input type="checkbox"/> Shared Cost Agreement (209)         </div> </div>			
	4. Explain the reason why this contract meets the criteria of the above selection (i.e. how would a competitive process compromise government confidentiality, cause economic disaster or be contrary to the public interest)? This contract was awarded in accordance with the pre-award and solicitation criteria included in the Core Policy Manual section 6.3.2.c.6. The contract is less than \$25K and undertaking a competitive process is not considered reasonable or cost effective. This contractor has the expertise to provide these services and is available.			
	5. Has your program used these services in the past? If yes, who was the vendor and was the opportunity competitively bid or direct awarded? Provide the most recent date and contract value. No.			
	6. Will this purchase obligate government to this vendor for future purchases (e.g., maintenance, licensing or continuing need)? If yes, provide details. No.			
	7. Were alternative vendors evaluated? If yes, who were they and why were they unacceptable? If no, why were alternatives not evaluated? Refer to #4 above.			
<b>P A R T 3</b>	<b>ADDITIONAL RATIONALE FOR SOLE SOURCE CONTRACTS ONLY</b>			
	1. Why is the requested vendor the only one that can meet your requirements? Provide specific, quantifiable factors and/or qualifications and explain why they are necessary.  2. What other suppliers did you consider before arriving at the conclusion that the sole source direct award criteria was met and the requested vendor was the only one that met your needs.			
<b>P A R T 4</b>	<b>PRE-APPROVALS</b>			
	Exp. Auth. Name: Lisa Leslie		ADM Name: Denise Champion	
	Signature & Date: <i>Lisa Leslie July 6, 2015</i>		Signature & Date: <i>Denise Champion 2015.07.13</i>	

CS CFS 052 REV APRIL 2014

**Doidge, Tracey GCPE:EX**

2055

**From:** Champion, Denise GCPE:EX  
**Sent:** Thursday, July 2, 2015 3:06 PM  
**To:** Doidge, Tracey GCPE:EX  
**Cc:** Leslie, Lisa GCPE:EX  
**Subject:** Re: Approval Required: Don Zadravec - Expenses

Tracey,

s.22 - let's do as you suggest... thanks!

Denise

Sent from my BlackBerry 10 smartphone on the TELUS network.

---

**From:** Champion, Denise GCPE:EX  
**Sent:** Thursday, July 2, 2015 3:05 PM  
**To:** Doidge, Tracey GCPE:EX  
**Cc:** Leslie, Lisa GCPE:EX  
**Subject:** Re: Approval Required: Don Zadravec - Expenses

Lisa - your thoughts? Will stakeholder meeting be in Victoria or Vanc?

Sent from my BlackBerry 10 smartphone on the TELUS network.

---

**From:** Doidge, Tracey GCPE:EX  
**Sent:** Thursday, July 2, 2015 3:01 PM  
**To:** Champion, Denise GCPE:EX  
**Cc:** Leslie, Lisa GCPE:EX  
**Subject:** Approval Required: Don Zadravec - Expenses

Hi Denise,

The attached Proposal indicates "possible meeting with industry stakeholders, approved expenses will be billed separately".

With your approval, I will add an additional \$1,000 to allow for expenses, bringing the total agreement to \$24,000.

Please advise if I may proceed.

Thank you,  
Tracey

---

**From:** Stewart, Dawn M GCPE:EX  
**Sent:** Thursday, July 2, 2015 8:33 AM  
**To:** Doidge, Tracey GCPE:EX  
**Cc:** Leslie, Lisa GCPE:EX  
**Subject:** FW: DZ Contract

Please initiate contract, thanks.

Thank you  
**Dawn Stewart**  
Manager, Financial Services  
Government Communications and Public Engagement  
T 250 356-8595  
F 250 387-6687



**BC JOBS PLAN**



*This email message, including any attachments, is confidential and is intended only for the use of the person or persons to whom it is addressed unless I have expressly authorized otherwise. If you have received this communication in error, please delete the message, including any attachments, and notify me immediately by email or telephone.*

---

**From:** Champion, Denise GCPE:EX  
**Sent:** Tuesday, June 30, 2015 3:45 PM  
**To:** Stewart, Dawn M GCPE:EX  
**Cc:** Leslie, Lisa GCPE:EX; 'Don Zadravec'  
**Subject:** FW: DZ Contract

Hi Dawn,

Further to the attached, can you please initiate contract documentation for Don Zadravec to provide services as outlined in the attached commencing Monday, July 6 to September 30, 2015. Don's hourly rate is NR and the total contract is not to exceed \$23,000. Copying Don here so you have his contact information.

Thank you!

Denise

---

**From:** Leslie, Lisa GCPE:EX  
**Sent:** Tuesday, June 30, 2015 11:57 AM  
**To:** Champion, Denise GCPE:EX  
**Cc:** Fraser, John Paul GCPE:EX  
**Subject:** DZ Contract

Hi Denise,

As discussed, attached is the final proposal from Don Z. No concerns with the content and hoping we can complete this today.

Thanks very much.

Lisa Leslie  
Communications Director  
Ministry of Aboriginal Relations and Reconciliation  
250 213-7724

### **Context**

In light of and response to the 2014 SCC Tsilhqot'in title ruling, the provincial government is seeking to raise awareness and promote the benefits of working with First Nations to advance and facilitate economic development initiatives in British Columbia, with a view to further enhancing the province's investment climate on all levels: local, national, and international.

### **Contract Purpose**

The purpose of this contract is two fold: (1) to design and develop a communications strategy to help advance the objectives of increasing investment confidence; (2) and assisting government, industry and First Nations in showcasing B.C. as a strong, prosperous and competitive economy – the economic engine of Canada.

### **Phase 1 – Identifying needs and information gaps**

- Identify specific gaps in informational and marketing support from government to industry, First Nations and international markets;
- Meet with the project team and possibly meet with industry stakeholders as directed by the team lead prior to communications strategy development; and,
- Provide a report on gaps and needs to the project team.

### **Phase 2 – Communications Strategy**

- Provide a detailed strategy to GCPE and the project team on ways to help close gaps through specific communications activities, including immediate and long-term steps; and,
- Ensure strategy includes proactive communications advice and opportunities for government representatives, industry and First Nations to showcase BC's investment opportunities and include an issues management component.

Specifically, the contractor will be expected to:

1. Review and assess current approaches, with a view to identifying gaps and potential opportunities;
2. Identify and provide recommendations on how best to inform and support the province's business community in working with First Nations in British Columbia;
3. Identify and provide recommendations on how the province, business community and First Nations can work in partnership to promote investment opportunities, especially as it relates to further advancing the provincial government's international investment agenda; and,
4. Identify and provide recommendations to close any gaps in informational support from government to First Nations with the goal of improving understanding of business opportunities and help to advance the businesses interests of First Nations in provincial, national and international markets.

For the project phases, all deliverables must be:

- Developed under the direction of the project team
- Supported by research and aligned with government policies
- Practical, concise, and clearly written in plain language

Fees will be based on a project basis and be in the amount of \$23,000, with approximately 40 per cent of the project work focussed on phase 1 and 60 per cent on phase 2.

Project fees will be professional services only. Approved expenses will be billed separately.

## **Doidge, Tracey GCPE:EX**

---

**From:** Stewart, Dawn M GCPE:EX  
**Sent:** Monday, June 15, 2015 2:56 PM  
**To:** Doidge, Tracey GCPE:EX  
**Subject:** FW: contract - info  
**Attachments:** Don Zadravec May 2015 CV.pdf

Contract to follow:

Thank you  
Dawn Stewart  
Manager, Financial Services  
Government Communications and Public Engagement T 250 356-8595 F 250 387-6687

This email message, including any attachments, is confidential and is intended only for the use of the person or persons to whom it is addressed unless I have expressly authorized otherwise. If you have received this communication in error, please delete the message, including any attachments, and notify me immediately by email or telephone.

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

**From:** Stewart, Dawn M GCPE:EX  
**Sent:** Thursday, June 4, 2015 8:40 AM  
**To:** Loveless, Michelle GCPE:EX  
**Cc:** Champion, Denise GCPE:EX  
**Subject:** FW: contract - info

Hi Michelle,

Don's daily rate is <sup>NR</sup> based on 7 hours per day. Hourly rate varies from <sup>NR</sup> pending on the services he is providing.

Thank you  
Dawn Stewart  
Manager, Financial Services  
Government Communications and Public Engagement T 250 356-8595 F 250 387-6687

This email message, including any attachments, is confidential and is intended only for the use of the person or persons to whom it is addressed unless I have expressly authorized otherwise. If you have received this communication in error, please delete the message, including any attachments, and notify me immediately by email or telephone.

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

**From:** Loveless, Michelle GCPE:EX  
**Sent:** Tuesday, June 2, 2015 9:37 AM

To: Stewart, Dawn M GCPE:EX  
Cc: Champion, Denise GCPE:EX  
Subject: contract - info

Hi Dawn,  
Following up on our phone call - here are the details I'm aware of.  
m.

Name and Contact Info:  
Don Zadrevec  
Resume & contact info attached  
Mobile is best number to reach him

Work:  
Strategic communications planning for MARR shop; including preparation for Sept 2015 conference Would be working on-site in the MARR shop (I need to confirm with Lisa Leslie and Sue Smith re: space) Timeframe - approx. two months; but not thinking it's full hours, every day I suspect the work will be work spread out over June-Sept

Rate:  
Don quoted NR per hour  
He's open to a daily rate - but I realize this might not be ideal if he's working sporadic hours/days

# INVOICE CODING SHEET

### Early Payment Clause

GCPE

*PAYEE NAME	DON ZADRAVEC		*SUPPLIER #			*SITE		
CONTRACT/PO #	C16GCPE2055		INVOICE DATE	01-AUG-2015	INVOICE #	#1		
DATE INVOICE REC'D	14-AUG-2015		DATE GOODS/SVS. REC'D	31-JUL-2015	RECEIPT#	8707		
US CURRENCY? YES	DD-MMM-YYYY			DD-MMM-YYYY				

NAME &/OR ADDRESS OVERRIDE:	DESCRIPTION FOR CHEQUE STUB:
	#1

DATE CHQ/EFT REQ'D (only if urgent)	GL DATE (if applicable)	PAY ALONE? YES	<input type="checkbox"/>
DD-MMM-YYYY	DD-MMM-YYYY		
RETURN CHEQUE TO MINISTRY? <input type="checkbox"/>			

AMOUNT (INCLUDING TAX)	PRE-TAX AMOUNT	TAX RATE 12%, 7%, 5%, 0%	CL	RESP	SERVICE LINE	STOB	PROJECT	NAME & SUPPLIER # if STOB 57	OFA STOB & ASSET #
\$ 5,670.00	\$ 5,400.00	GST 5%	019	11348	34420	6001	11N0146		
\$ 12.00	\$ 11.43	GST 5%	019	11348	34420	6002	11N0146		
5,682.00	TOTAL								

<p>* <b>EXPENSE AUTHORITY (EA) INFORMATION:</b></p> <p>*</p> <hr/> <p>EA PRINTED NAME</p> <p>*<b>BRIEF PAYMENT DESCRIPTION FOR EA NOTIFICATION:</b></p> <p>Note: This is also the line description displayed on GL detail reports.</p> <p>STRATEGIC COMMUNICATIONS SERVICES PERTAINING TO PCS * ECONOMY - JULY 2015</p>	<p><b>QUALIFIED RECEIVER (QR) CERTIFICATION:</b></p> <hr/> <p>QR PRINTED NAME</p> <p>The goods provided or service delivered have been inspected or reviewed; and the goods or services were properly received and documentation to support the account has been verified (i.e., goods: as ordered, correct quantity and suitable quality; services: as contracted, appropriate deliverables and/or performance criteria met; or other conditions, if any, have been met).</p> <p>*</p> <hr/> <p>QR SIGNATURE</p>
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**ADDITIONAL INFORMATION OR INSTRUCTIONS:**

**BRANCH BUSINESS CONTACT NAME AND PHONE NUMBER:**

LEILA KUJANPAA 387-1796

\* Note: Fields with an asterisk do not need to be completed for iProcurement invoices.

FIN FSA 017 REV. JUN/10

**ACCOUNTS DATE STAMP**



DON ZADRAVEC

Don Zadravec

NR



August 1, 2015  
Invoice #1  
Contract# 060315  
C16GCPE2055

**Bill to:**

Government Communications and Public Engagement  
Ministry of Advanced Education  
PO Box 9409, Stn Prov Gov  
Victoria, BC V8W 9V1  
[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)

Description	Hours	Rate	Amount
Preparation of environmental scan and communications strategy pursuant to contract #060315 Services performed July 6-31, 2015			
Don Zadravec NR	NR		\$5400.00 ✓
July 6			
July 7			
July 8			
July 9			
July 13			
July 14			
July 16			
July 17			
July 20			
July 21			
July 28			
July 29			
July 30			
July 31			
Expenses excluding GST (parking and mileage see attached for details)			\$28.59 11.43
Total Fees and Expenses			\$5428.59 5411.43
GST # 890489586RT0001		5%	\$271.43 270.57
Total			\$5700.02 5682.00

adj. per  
attached  
email. LK

01- 5400.00

02- 11.43

Receipt # 8707  
SEPTEMBER 1, 2015

**QUALIFIED RECEIVER**

DATE: 15.09.01

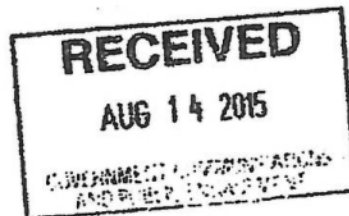
SIGNATURE: REFER TO ATTACHED

PRINT NAME: LISA LESLIE

DON ZADRAVEC

August 1, 2015  
Invoice #1  
Contract# 060315

Don Zadravec  
NR



**Bill to:**  
Government Communications and Public Engagement  
Ministry of Advanced Education  
PO Box 9409, Stn Prov Gov  
Victoria, BC V8W 9V1  
[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)

Description	Hours	Rate	Amount
Preparation of environmental scan and communications strategy pursuant to contract #060315 Services performed July 6-31, 2015			
Don Zadravec NR	NR		\$5400.00 ✓
July 6			
July 7			
July 8			
July 9			
July 13			
July 14			
July 16			
July 17			
July 20			
July 21			
July 28			
July 29			
July 30			
July 31			
Expenses excluding GST (parking and mileage see attached for details)			\$28.59 11.43
Total Fees and Expenses			\$5428.59 5411.43
GST # 890489586RT0001		5%	\$271.42 270.51
Total			\$5700.02 5682.00

adj. per  
attached  
email. Lk.

01- 5400.00  
02- 11.43

QUALIFIED RECEIVER

DATE: Aug 31, 2015

SIGNATURE: [Signature]

PRINT NAME: LISA LESLIE

### TRAVEL EXPENSE CLAIM FOR SERVICE CONTRACTORS

This form is for use by service contractors to claim travel expenses. The original claim form and applicable receipts must be attached as back up to the service contract invoice. Refer to the service contract *Appendix 1* for guidelines, allowable rates and receipt requirements.

DATE OF TRAVEL		PLACES TRAVELLED	PERSONAL VEHICLE USE		BUS/TAXI/AIR/FERRY COSTS	B L D			MEALS	ACCOMMODATION COSTS	MISCELLANEOUS (CAR RENTAL, BUSINESS PHONE, ETC.)		TOTAL DAILY COSTS
20			DISTANCE x KM	RATE		✓	✓	✓			COST	DESCRIPTION	
M	D	FROM/TO (ENTER CITY NAMES)	KM	\$	\$				\$	\$	\$		\$
<b>Example</b>													
04	06	Victoria Vancouver	100	50 00	71 00		✓	✓	35 50				156 50
07	06	NR 2957 J. Hand Rd	11	5 72							3 81	Parking	9 53
07	07	NR 2957 J. Hand Rd	11	5 72							3 81	Parking	9 53
07	30	NR 2957 J. Hand Rd	11	5 72							3 81	Parking	9 53
												11.43.	
<b>CLAIM TOTAL</b>												28 39	

Embedded GST should not be claimed by service contractors. Please ensure GST is deducted from travel receipts.

# RECEIPT

## Stall # 66

Expiration Date/Time

### 10:51 AM

### JUL 17, 2015

Purchase Date/Time: 08:51am Jul 17, 2015  
 Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
 Total Paid: \$4.00 Payment Type: Card  
 Ticket #: 00016453  
 S/N #: 200010270014  
 Setting: Lot 677  
 Mach Name: Lot 677 - 1

Card s.22 MasterCard Auth #: 03145S  
 GLO patrons  
 submit this to GLO  
 for parking refund

# PLACE FACE UP ON DASH

Expiration Date/Time

### 03:24 PM

### JUL 30, 2015

Purchase Date/Time: 01:24pm Jul 30, 2015  
 Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
 Total Paid: \$4.00 Payment Type: Card  
 Ticket #: 00005470  
 S/N #: 200010270015  
 Setting: Lot 230  
 Mach Name: Lot 230 - 1

Card s.22 MasterCard Auth #: 00472S

Glo patrons  
 submit portion below  
 dotted line to Glo  
 for parking refund

## KEEP TICKET WITH YOU

Expiration Date/Time: 03:24pm Jul 30, 2015  
 Purchase Date/Time: 01:24pm Jul 30, 2015

Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
 Total Paid: \$4.00 Payment Type: Card  
 Ticket #: 00005470  
 Setting: Lot 230  
 Mach Name: Lot 230 - 1

Card s.22 MasterCard Auth #: 00472S

# RECEIPT

## Stall # 66

Expiration Date/Time

### 01:19 PM

### JUL 06, 2015

Purchase Date/Time: 11:19am Jul 06, 2015  
 Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
 Total Paid: \$4.00 Payment Type: Card  
 Ticket #: 00016105  
 S/N #: 200010270014  
 Setting: Lot 677  
 Mach Name: Lot 677 - 1

Card s.22 MasterCard Auth #: 0743IS

GLO patrons  
 submit this to GLO  
 for parking refund

## Kujanpaa, Leila GCPE:EX

---

**From:** Don Zadravec <NR >  
**Sent:** Friday, August 14, 2015 10:24 AM  
**To:** GCPE Finance Billing GCPE:EX  
**Subject:** Re: Invoice from Don Zadravec contract #060315

Hi Leila, sure not a problem. I wasn't sure what the criteria was for mileage. Thanks for letting me know.

Feel free to change.

Regards,

Don

> On Aug 14, 2015, at 10:16 AM, GCPE Finance Billing GCPE:EX <[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)> wrote:

>

> Good morning Don,

>

> I am reviewing your invoice, and have noticed that you are claiming mileage for 11 km. Mileage is only claimed when travel is 32km away from the office. I will have to remove the mileage and your expenses part of the invoice will be \$11.43 for the parking. This will adjust your invoice total to:

> \$5411.43 + GST \$270.57 = \$5682.00

>

> Please advise if I can change the totals on the invoice.

>

> Thank you,

>

> Leila

> 250 387-2526

>

> -----Original Message-----

> From: Don Zadravec [<mailto:NR>]

> Sent: Tuesday, August 4, 2015 10:46 AM

> To: GCPE Finance Billing GCPE:EX

> Subject: Invoice from Don Zadravec contract #060315

>

> Please see the attached.

>

> Feel free to contact me with any questions.

>

> Don Zadravec

>

> NR

> <July invoice.pdf><EXPENSES\_DZ\_RECEIPTS\_JUL15.pdf><EXPENSES\_DZ\_SUMMARY\_JUL15.pdf>

## INVOICE CODING SHEET

### Early Payment Clause

GCPE

*PAYEE NAME <u>ZADRAVEC, DON</u>		*SUPPLIER # _____		*SITE _____	
CONTRACT/PO # <u>C16GCPE2055</u>		INVOICE DATE <u>01-SEP-2015</u> DD-MMM-YYYY		INVOICE # <u>#2</u>	
DATE INVOICE REC'D <u>01-SEP-2015</u> DD-MMM-YYYY		DATE GOODS/SVS. REC'D <u>25-AUG-2015</u> DD-MMM-YYYY		RECEIPT# <u>8708</u>	
US CURRENCY? YES <input type="checkbox"/>					

NAME &/OR ADDRESS OVERRIDE:	DESCRIPTION FOR CHEQUE STUB:
	#2

DATE CHQ/EFT REQ'D (only if urgent) \_\_\_\_\_ DD-MMM-YYYY GL DATE (if applicable) \_\_\_\_\_ DD-MMM-YYYY PAY ALONE? YES ☐

RETURN CHEQUE TO MINISTRY? ☐

[illegible]

3,788.00

TOTAL

\* **EXPENSE AUTHORITY (EA) INFORMATION:**

\*

EA PRINTED NAME

\*BRIEF PAYMENT DESCRIPTION FOR EA NOTIFICATION:

Note: This is also the line description displayed on GL detail reports.

PROVIDE STRATEGIC COMMUNICATION  
SERVICES PERTAINING TO BCs  
ECONOMY - AUG 3-25/15

\*

**QUALIFIED RECEIVER (QR) CERTIFICATION:**

QR PRINTED NAME

The goods provided or service delivered have been inspected or reviewed; and the goods or services were properly received and documentation to support the account has been verified (i.e., goods: as ordered, correct quantity and suitable quality; services: as contracted, appropriate deliverables and/or performance criteria met; or other conditions, if any, have been met).

\*

QR SIGNATURE

**ADDITIONAL INFORMATION OR INSTRUCTIONS:**

**BRANCH BUSINESS CONTACT NAME AND PHONE NUMBER:**

LEILA KUJANPAA 387-2526

\* Note: Fields with an asterisk do not need to be completed for iProcurement invoices.

FIN FSA 017 REV. JUN/10

**ACCOUNTS DATE STAMP**

DON ZADRAVEC

September 1, 2015

Invoice #2

Contract# 060315

RECEIVED

SEP - 1 2015

GOVERNMENT COMMUNICATIONS  
AND PUBLIC ENGAGEMENT

Don Zadravec  
NR

C160CPE2055

**Bill to:**

Government Communications and Public Engagement  
Ministry of Advanced Education  
PO Box 9409, Stn Prov Gov  
Victoria, BC V8W 9V1  
[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)

Description	Hours	Rate	Amount
Preparation of environmental scan and communications strategy pursuant to contract #060315 Services performed August 1-31, 2015			
Don Zadravec Aug 3 NR Aug 4 Aug 5 Aug 6 Aug 7 Aug 21 Aug 24 Aug 25	NR		\$3600.00 ✓
Expenses excluding GST (parking see attached for details)			\$7.62 ✓
Total Fees and Expenses			\$3607.62 ✓
GST # 890489586RT0001		5%	\$180.38 ✓
Total			\$3788.00 ✓

RECEIPT # 8708

SEPTEMBER 2, 2015

QUALIFIED RECEIVER

DATE: 15.09.02

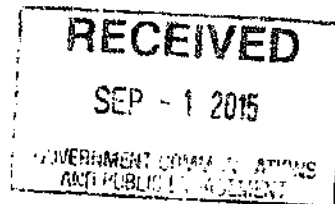
SIGNATURE: REFER TO ATTACHED

PRINT NAME: LISA LESLIE

DON ZADRAVEC

September 1, 2015  
Invoice #2  
Contract# 060315

Don Zadravec  
NR



**Bill to:**  
Government Communications and Public Engagement  
Ministry of Advanced Education  
PO Box 9409, Stn Prov Gov  
Victoria, BC V8W 9V1  
[GCPE.FinanceBilling@gov.bc.ca](mailto:GCPE.FinanceBilling@gov.bc.ca)

Description	Hours	Rate	Amount
Preparation of environmental scan and communications strategy pursuant to contract #060315 Services performed August 1-31, 2015			
Don Zadravec NR	NR		\$3600.00 ✓
Aug 3			
Aug 4			
Aug 5			
Aug 6			
Aug 7			
Aug 21			
Aug 24			
Aug 25			
Expenses excluding GST (parking see attached for details)			\$7.62 ✓
Total Fees and Expenses			\$3607.62 ✓
GST # 890489586RT0001		5%	\$180.38 ✓
Total			\$3788.00 ✓

**QUALIFIED RECEIVER**

DATE: Sept 1, 2015

SIGNATURE: [Signature]

PRINT NAME: LISA LESLIE



RECEIPT

Stall # 61

Expiration Date/Time

11:41 AM

AUG 24, 2015

Purchase Date/Time: 09:41am Aug 24, 2015  
Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
Total Paid: \$4.00 Payment Type: Card  
Ticket #: 00017626  
S/N #: 200010270014  
Setting: Lot 677  
Mach Name: Lot 677 - 1

3.61

Card s.22

MasterCard

Auth #: 06950S

GLO patrons  
submit this to GLO  
for parking refund

RECEIPT

Stall # 54

Expiration Date/Time

02:55 PM

AUG 07, 2015

Purchase Date/Time: 12:56pm Aug 07, 2015  
Total Due: \$4.00 Rate: Park 2 hrs \$4.00  
Total Paid: \$4.00 Payment Type: Card  
Ticket #: 00017116  
S/N #: 200010270014  
Setting: Lot 677  
Mach Name: Lot 677 - 1

Card s.22

MasterCard

Auth #: 08353S

GLO patrons  
submit this to GLO  
for parking refund